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ABSTRACT

Collective bargaining agreements between the boards of trustees and faculty associations of eight selected community colleges in Kansas are presented, representing contracts in effect between 1989 and 1993. Contracts for the following colleges are provided: (1) Butler County Community College in El Dorado (1990-91); (2) Cowley County Community College in Arkansas City (1990-91); (3) Dodge City Community College (1990-91); (4) Hutchinson Community College in Hutchinson (1990-91); (5) Johnson County Community College in Overland Park (1990-93); (6) Kansas City Kansas Community College (1990-92); (7) Labette Community College in Parsons (1989-92); and (8) Pratt Community College in Pratt (1990-91). With variation among the agreements in terms of coverage and detail, in general the following topics are dealt with: bargaining agent recognition; bargaining agent rights; association dues; grievance procedures; faculty rights; compensation; paid and unpaid leaves of absence; probationary periods; laying off and termination of staff; personnel files; copyrights and patents; tuition waivers; outside employment; faculty evaluation; reduction in force; payroll deductions; governance; retirement; salaries and fringe benefits; strikes and lockouts; workload; faculty and staff development; a savings clause; and duration, termination, and renewal of the agreement clauses. Salary schedules are included with some of the agreements. (PAA)

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Selected Collective Bargaining Agreements of Kansas Two-Year Colleges

National Education Association, Washington, D.C.

Part of a collection of collective bargaining agreements
compiled by the National Education Association

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A G R E E M E N T

Between

THE BUTLER COUNTY COMMUNITY COLLEGE

and

THE BUTLER COUNTY COMMUNITY
COLLEGE EDUCATION ASSOCIATION

For the School Year 1990-1991

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INTRODUCTION

The Board of Trustees of The Butler County Community College (hereinafter referred to as the "Board") and The Butler County Community College Education Association (hereinafter referred to as the "Association"), as representative of the full-time professional employees (as defined in K.S.A. 72-5413) of The Butler County Community College (hereinafter referred to as "Professional Employees"), enter into this Agreement covering the following terms and conditions of professional service for the school year 1990-1991.

ARTICLE I - SCHOOL YEAR CONTRACT

The school year contract will consist of 185 working days for all Professional Employees, unless otherwise agreed. Supplemental duties and compensation for Professional Employees shall be stated in separate supplemental contracts as provided by K.S.A. 72-5412(a).

ARTICLE II - PROBATIONARY STATUS

All individuals who have been actively employed as Professional Employees by the Butler County Community College (hereinafter referred to as the "College") before July 1, 1986, together with all individuals who have been actively employed as Professional Employees by the College after July 1, 1986, but who have completed the years of employment requirements in any school district, area vocational-technical school or community college

in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-5445(a) shall be deemed to be in a probationary status during their first two (2) consecutive years of full-time employment at the College. All individuals who have become actively employed as Professional Employees by the college after July 1, 1986, who have not completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-5445(a) shall be deemed to be in a probationary status during their first three (3) consecutive years of full-time employment at the College. Any contract with any such employee may or may not be renewed as the Board shall determine without further liability to either party. The reasons for the non-renewal shall be left to the discretion of the Board and shall not be subject to challenge, except that its decision shall not be based on legally impermissible grounds. In the event of non-renewal, the Board, or its authorized representative, shall so notify the probationary employee in writing. A Professional Employee on probationary status shall have no seniority rights but shall be entitled during employment to the same economic benefits that are provided for other Professional Employees.

ARTICLE III - CLASSROOM INSTRUCTION

The major responsibility of Professional Employees at The Butler County Community College is to provide effective instruction in the classroom. This responsibility includes

preparation, planning (both long-range and immediate), understanding and application of sound professional teaching methods, and the development and maintenance of effective student, professional employee, and community relationships. The Professional Employee must conduct himself in such a way as to set an example of good citizenship and in a way which will command the respect of students, other Professional Employees, and the community.

ARTICLE IV - PROFESSIONAL WORKLOAD

A. Normal Professional Workload. The normal professional workload shall consist of fifteen (15) credit hours or their equivalent per semester, or thirty (30) credit hours or their equivalent per year. The normal professional workload may be assigned for any combination of day or night, and on or off campus.

B. Hours on Campus. Professional Employees shall be required to be on campus for thirty-five (35) hours per week. If a Professional Employee's normal professional workload includes night or off-campus classes, a pro rata reduction for travel time and classroom time will be made from the number of hours the Professional Employee is required to be on campus.

C. Class Size. Maximum class sizes will be determined by the Vice President after consultation with the Division Chairman. If, however, unusual enrollment necessitates an increase in the established class size, the Vice President after

consultation with the Division Chairman will take steps to prevent unbalanced class loads. Professional Employees will be notified of class sizes prior to implementation, and they may request consultation with the Vice President concerning the same.

D. Division Chairmen. Both parties agree that it is desirable for the Division Chairmen to maintain contact with the classroom. When, in the Vice President's opinion, workloads permit, Division Chairmen shall be assigned appropriate teaching duties. The teaching load of the Division Chairmen shall not exceed fifteen (15) credit hours per calendar year.

E. Reporting for Duty. All Professional Employees shall report for duty on the date each year specified by the President.

ARTICLE V - RETAINED RIGHTS

The Board shall operate and manage the College. It is understood that the rights of Professional Employees are set forth throughout the balance of this Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board shall continue to hire, transfer, promote and demote employees; to discipline, reprimand, suspend or discharge employees for just cause; to lay off and recall employees; to determine work load, office hours, qualifications for advancement, assignment of work, and select Professional Employees (and Division Chairmen, following the review of recommendations, if any, from concerned faculty); to make

administrative evaluation of employees; to extend contracts; to determine the number of employees to be used in any classification or activity; to prepare, enter into and execute employment contracts between any Professional Employee and the Board which shall include by reference this Agreement; to determine the period, curriculum and length of any school term or course; to establish or modify rules, regulations and practices, but which shall not set aside other terms of this Agreement; to close down or move the College or any part thereof or to curtail operations; to establish new departments or operations and to discontinue existing departments or operations, in whole or in part; to purchase or acquire and to sell or dispose of any assets; to control, maintain and regulate the use of buildings, equipment and other property of the College; to introduce new or improved methods or equipment; to subcontract work as the Board deems necessary or desirable; to determine the number and location of operations, services and courses; and otherwise, generally to manage the college and direct the employees. The above rights are not all inclusive but enumerate by way of illustration the type of rights which belong to the Board. All other rights, powers or authority which the Board had prior to the signing of this Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

ARTICLE VI - GRIEVANCE PROCEDURE

Grievances of a Professional Employee with respect to the interpretation or application of this Agreement (except matters relating to termination and non-renewal, which shall be handled in accordance with the other provisions of this Agreement and subject to the provisions of K.S.A. 1976 Supp. 72-5436, et seq., as amended) shall be handled as follows:

A. Procedures

Step 1. Informal Procedure - The grievant shall request an informal conference with the Vice President within five (5) days after the grievant is aware of the grievance. The appropriate Division Chairman may attend this conference if requested to do so by either party.

Step 2. Formal Grievance Procedure - If the grievant has been unable to have a conference with the appropriate Dean within five (5) days of the above request, or if the grievance is not resolved through the Informal Procedure set forth in Step 1, the grievant may file a grievance in writing stating in detail the facts of which he complains and the provisions of the Agreement which are alleged to have been violated. Grievances must be filed within fourteen (14) days after the grievant is aware or reasonably could have been aware of the facts upon which the grievance is based, and in any event within six (6) months after the facts or events upon which the grievance is based. Grievances shall be deemed filed when delivered in writing to the

President of the College or his designee. One copy of the grievance shall be delivered to the President's office, one to the Association's Welfare Committee Chairman, one to the appropriate Dean or Vice President, one to the Division Chairman, and one shall be kept by the grievant.

The President will review the grievance and the record of the above procedures, together with any additional information or oral argument presented by the grievant. The President, at his discretion, may also hear other information or oral argument. Within ten (10) days after delivery of the grievance at his office, the President shall render his written decision. He shall deliver one copy of the decision to the grievant, one copy to the Association's Welfare Committee Chairman, one copy to the appropriate Dean or Vice President, and one copy to the Division Chairman.

If a solution satisfactory to the grievant and the administration has not been reached through the above procedures, the grievant may appeal the decision in writing to the Board within five (5) days after his receipt of the President's decision. The Board or its designee(s) will review the grievance and the record of the above procedures and hear the matter in dispute within thirty (30) days after the matter is presented to them. Any pertinent evidence or argument which the grievant desires to submit or which the Board deems necessary may be presented at such hearing and the parties shall have the right to cross-examine witnesses who are called to testify. The Board

will thereafter render its decision in writing within thirty (30) days after the final evidence or information is submitted. One copy of the Board's decision shall be delivered to the grievant, one copy to the President, one copy to the Association's Welfare Committee Chairman, one copy to the appropriate Dean or Vice President, and one copy to the Division Chairman.

B. Rules

Grievances shall be processed according to the following rules:

1. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the Administration at the last step.

2. All reference to number of days in this procedure shall be determined to mean working school days. In the event grievances are not filed or processed by the grievant in the manner and within the times set forth above, they shall be forever barred.

3. Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time. The parties may mutually agree in writing to extend any of such time periods.

4. It is agreed that the aggrieved party may request information in the possession of the Board necessary for the processing of said grievance.

5. The grievant may withdraw the grievance at any level.

6. The grievant shall have the right to have counsel or an Association representative present with him at each phase in the formal grievance procedure.

7. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of Professional Employees.

8. It is agreed that nothing in the above procedures shall be interpreted in such a way as to modify or reduce the rights guaranteed under the Constitution and laws of the United States and the State of Kansas.

ARTICLE VII - REDUCTION IN FORCE

A. Selection. If the Board determines that there is to be a reduction in force which will result in termination or non-renewal of any non-probationary, full-time Professional Employee(s), the following procedure shall be followed:

1. The division and/or teaching area as determined by the Administration, where such reduction is to take place, shall be designated by the Administration after consultation with the Division Chairman concerned.

2. Consideration shall be given to any Professional Employee who desires early retirement.

3. Temporary or part-time employees shall be released before regular, full-time Professional Employees, provided the

latter are qualified to carry out the assignments of such employees.

4. The Professional Employee(s) in the division and/or teaching area designated by the Administration who has the least seniority (i.e., continuous service as a regular, full-time Professional Employee since his last date of hire at the College) shall be selected for termination or non-renewal. If two or more Professional Employees have the same seniority, the one with the highest number of credit hours in the teaching area in question will be released last.

5. If the Professional Employee to be released has more seniority than a Professional Employee (in another teaching area or division) named by the Professional Employee to be released, he may take the full workload of classes or courses assigned to such other Professional Employee, provided he makes such selection immediately and he is qualified to teach all of the classes or courses which such junior Professional Employee is schedule to teach at the time the termination or non-renewal is scheduled to take place.

B. Service and Benefits. Professional Employees shall retain credit for their length of service up to the time of termination or non-renewal under Section A of this Article, but shall not be entitled to earn additional credit for service or receive benefits, thereafter.

C. Reemployment. Professional Employees who are terminated or their contracts are not renewed under this Article

shall retain the right to reemployment until sixteen (16) months after the day the Professional Employee's last regular contract was scheduled to terminate, and if the Board decides additional Professional Employees are needed during this time, those shall be eligible for reinstatement, using the same criteria as was used above to determine retention, including the qualification to teach the full normal workload of classes or courses as assigned by the Administration. Any Professional Employees who are not reemployed during this period shall be considered finally terminated at that time without liability to either party.

ARTICLE VIII - MEDICAL LEAVE

A. Sick Leave. Professional Employees with less than ten (10) years of service shall receive fifteen (15) days sick leave per year of service and may accumulate unused sick leave to a total of ninety (90) days. Professional Employees with ten (10) or more years of service may receive fifteen (15) days sick leave per year of service and may accumulate up to one hundred twenty (120) days. Sick leave shall only be used for illness or injury of the employee, including the time during which a Professional Employee is physically unable to perform normal teaching assignments because of childbearing; provided, five (5) days of sick leave allowed each year may be used for death or illness of others, at the option of the Professional Employee.

No Professional Employee may be assessed more than one (1) day of sick leave in any one calendar day. Days used as sick leave shall be working school days.

For each working school day an employee is absent because of illness or injury, including inability to work because of childbearing, as set forth above, after sick leave allowances are exhausted, deductions shall be made from the Professional Employee's salary in an amount equal to the pay of a substitute; or, at the option of a Professional Employee who has been continuously employed with the College for a period of five (5) years or more, he shall be entitled to one-half (1/2) his contract salary for the remainder of the contract year.

Payment for sick leave shall be subject, when requested by the Board, to medical certification from the employee's physician or, at the Board's option, from the Board's physician.

No Professional Employee on probationary status or his estate shall receive pay for accumulated sick leave at the time he terminates his service with the College.

When a Professional Employee with at least three (3) consecutive years of service with the College terminates his service, the Board will make a cash payment reflecting his accumulated sick leave up to a maximum of fifteen (15) days. For this payment, a day's pay shall be computed as the annual base contract salary divided by 185.

B. Medical (Including Maternity) Leave. A medical leave of absence with such sick pay benefits as are applicable under

Paragraph A of this Article, shall be granted upon written request for a reasonable period of time (not to exceed the then current school year) to any Professional Employee who because of illness, accident, or other medical reason (including childbearing by the Professional Employee), is physically unable to perform normal teaching assignments, provided the employee intends to return to work at the end of the leave. For purposes of such leave, "physical inability to perform the normal teaching assignments" shall be shown by medical certification from the employee's physician, or, at the Board's option, from the Board's physician.

ARTICLE IX - PERSONAL LEAVE

Each Professional Employee shall be allowed two (2) days per year of leave with pay for personal business, provided such Professional Employee gives notice of the requested leave to the Vice President (except in cases of emergency when such notice cannot be given), which is sufficient to allow the Vice President to notify students not to attend the Professional Employee's classes scheduled during such personal leave. These days of leave may accumulate up to a total of five (5) days.

ARTICLE X - OTHER LEAVE

The Administration may initiate and grant additional leave for purposes it believes will enhance the College program which

shall not be charged to an individual's professional or personal leave time under provisions of this Agreement.

ARTICLE XI - PROFESSIONAL LEAVE

The Board encourages Professional Employees to belong to local, state and national professional education associations and to attend and participate in their meetings and activities. Professional Employees shall be entitled to receive professional leave of up to five (5) days per year, without loss of pay, to be used for attending or participating in conferences, meetings, or other activities not related to labor relations (with the exception of where the Professional Employee's curricula relates to management or labor relations) which contribute to the professional enrichment of the Professional Employee and which will ultimately benefit the College, other Professional Employees, and students.

Professional Employees who are invited to make presentations of an educational advancement at professional meetings shall receive payment for actual expenses incurred for attending such meetings if those expenses are not paid by the organization sponsoring the meeting. All such expenses shall be recommended for payment by the Board only after they have been approved in advance by the Vice President and President.

ARTICLE XII - SABBATICAL LEAVE

A. Eligibility and Payment. A Professional Employee who has at least six (6) consecutive years of full-time service with the College since his last date of hire or since his last sabbatical leave, will be eligible for consideration for sabbatical leave. Sabbatical leave shall be used by the Professional Employee for activities that may include, but are not limited to, further education, educational travel, or other activities which benefit both the Professional Employee and the College. Professional Employees who are granted sabbatical leaves shall make their services available to the College for two (2) full years following the leave or reimburse the BCCC Board of Trustees the full amount of their salary paid to them during the sabbatical. Professional Employees shall be subject to the terms of this Agreement, including non-renewal and termination, during such sabbatical leave and after their return. Sabbatical leaves which are granted by the Board shall be on the terms set forth by it and may be in the form of two (2) semesters at half pay or one (1) semester at full pay, as the Board shall determine.

B. Requests for Leave. Any Professional Employee desiring consideration for appointment to a sabbatical leave should submit by August 20th for the spring semester and January 20th for the fall semester a request in writing to the Division Chairperson, who, after review, may submit it to the Chairperson of the Sabbatical Review Committee for review and recommendation by such committee to the President, who will review and make

recommendation to the Board of Trustees. Such requests by the Professional Employee will follow the guidelines as follows:

1. The benefit of the proposed sabbatical leave plan to the personal/professional development of the Professional Employee.
2. The benefit of the proposed sabbatical leave plan to Butler County Community College.
3. The clarity of the sabbatical leave plan and the ability of the Professional Employee to realistically complete the plan within the timeframe allotted.

No more than two Professional Employees will be granted sabbatical leave during any one year.

C. Gainful Employment on Leave. If Professional Employees who are granted sabbatical leaves accept gainful employment, their compensation from such gainful employment shall be deducted from the College's payment during the sabbatical leave. As used in this paragraph, the term "gainful employment" shall not include assistantships, grants in aid, scholarships, or other gratuities or awards offered as rewards for scholarship. The Professional Employee who is granted sabbatical leave retains seniority and the right to all other employee benefits, including the College's fringe benefit package, and is eligible for salary increases to which the employee would normally be entitled.

D. Report. Any Professional Employee who completes a sabbatical leave shall submit a written report as per established guidelines.

E. Application. A detailed application procedure will be followed with appropriate application forms. There will be a two (2) month limit between presentation of recommendations for sabbatical leave to the Board of Trustees and their response to the applicant(s).

ARTICLE XIII - APPLICATION FOR LEAVES OF ABSENCE

Leave of absence without pay may be taken for appropriate reasons upon mutual agreement of the Professional Employee and the Administration. Professional Employees who desire to take advantage of leaves of absence shall request such leaves in writing on forms provided by the Administration and shall give reasonable advance notice of such absence.

ARTICLE XIV - EVALUATION OF ADMINISTRATORS

The Professional Employees shall have the right to evaluate Administrators. Evaluation of all Administrators but the President shall be submitted to the President, and evaluation of the President shall be submitted to the Board.

ARTICLE XV - PROFESSIONAL EMPLOYEES' SUBSTITUTES

In the event that one Professional Employee teaches for another who is absent but who is not charged with a day of leave, the Board shall not be liable to pay the substitute Professional Employee, and the arrangement is strictly between the Professional Employees involved. If a day's leave is assessed to

the absent Professional Employee, the substitute Professional Employee shall be paid at the rate of $20.00 per contact hour for regular credit hours and overload credit hours.

ARTICLE XVI - EXTRA-CURRICULAR INVOLVEMENT AND COMMITTEE ASSIGNMENTS

A. General. Professional Employees shall assist with final enrollment for the fall and spring semesters, student registration, student counseling and advising, sponsoring activities, chaperoning, and other duties. All Professional Employees shall be on campus and be available to assist during fall and spring final enrollment.

B. Committees, Task Forces and Extra-Curricular Student-Related Activities. Assignment to college committees and task forces is considered a regular part of a Professional Employee's duties, but no Professional Employee shall be responsible for serving on more than two committees/task forces by administrative appointment. Professional Employees are expected to participate in a reasonable number of extra-curricular student-related college activities.

C. Sponsors. Sponsors of activities such as Student Council, drill team, pep band, cheerleaders, and coaches, and any other activities mutually agreed between the Professional Employee involved and the Administration, shall have a remuneration or a reduced workload to compensate them for such work.

ARTICLE XVII - OUTSIDE EMPLOYMENT

The primary obligation of Professional Employees is owed to The Butler County Community College. Professional Employees will not engage in outside employment on campus or with College facilities or where the employment affects adversely their professional status or impairs their standing with students, associates, or the community.

ARTICLE XVIII - PROHIBITED SALES

Unless a Professional Employee has received permission from his appropriate Dean or Vice President, he shall not sell any product or service to the College or to employees or students of the College during his working hours nor on College property.

ARTICLE XIX - SALARY

A. Salary Commitment. Salary commitments are subject to the availability of budgetary resources as determined by the Board.

B. Base Salary. The following Base Salary shall be in effect for the 1990-1991 school years:

Masters Degree (MS)	$18,530.00
Less than Masters Degree	Negotiated between Administration and Professional Employee and ratified by Board of Trustees.

C. Placement of New Professional Employees. Professional Employees first employed for the 1990-1991 school year or

thereafter shall be given a level designation based on their degree as set forth above, and may be granted one (1) increment of $500.00 above the base for his/her level for each year of teaching and/or work experience prior to coming to BCCC. Experience will be subject to evaluation and be directly related. Maximum for prior teaching and/or work experience to be $3,000.00. Professional Employees shall be hired subject to the following "Hiring Schedule."

Hiring Schedule

1990-1991

	MASTERS	MASTERS +30	MASTERS +60	DOCTORATE
1	18530	19830	21130	21780
2	19030	20330	21630	22280
3	19530	20830	22130	22780
4	20030	21330	22630	23280
5	20530	21830	23130	23780
6	21030	22330	23630	24280
7	21530	22830	24130	24780

D. Inequity Adjustments. Should a change in base salary result in salaries for new Professional Employees that are within $500.00 of salaries for equivalent existing full-time Professional Employees, then the equivalent existing full-time Professional Employee's salary will be increased up to a point where it is equal to the new Professional Employee's salary plus $500.00.

E. Advancement. Professional Employees below the Masters Degree shall receive an increment of $325.00 for every additional 15 hours approved by Administration up to the Masters Degree.

Professional Employees with a Masters Degree will receive $650.00 for each 15 additional hours (or equivalent), approved by Administration to take effect the beginning of their next contract year. Professional Employees anticipating a move to a new level should notify the Business Office in writing by May 1. Official transcripts or other information supporting this move must be filed in the Business Office by September 15, in order to authorize adjustment in salary.

F. 1990-1991 Salary Increase for All Existing Professional Employees. Each existing full-time Professional Employee under this Agreement shall receive a nine percent (9%) salary increase for the 1990-1991 school year, in addition to any increase obtained by Advancement under subsection E above.

G. Exceptions. The salary of a Professional Employee may be increased for any one year in case of unusual merit, or an increase provided by this Agreement may be withheld for any one year in case a Professional Employee is placed on probation if such exception, in judgment of the Board, would be for the best interest of the College.

H. Future Salary Changes. Salaries will be subject to change following negotiations which are opened by either party from time to time as provided by law.

I. Overload Pay. A Professional Employee whose professional workload exceeds thirty (30) credit hours per year shall be entitled to overload pay of $350.00 per credit hour (whether on or off campus); provided, overload classes of less

than ten (10) will only be taught by mutual agreement of the Administration and the Professional Employee involved, who shall also agree upon the amount of overload pay for such reduced class.

A Professional Employee who is assigned any combination of thirty (30) credit hours per year shall not be entitled to an overload pay adjustment. For example, the Board may assign Professional Employees sixteen (16) credit hours the first semester and fourteen (14) credit hours the second semester, with no overload pay adjustment. The Board is not obligated to pay overload pay to a Professional Employee who teaches less than thirty (30) credit hours per year. However, there will be no reduction in basic contract salaries for Professional Employees who teach less than thirty (30) credit hours per year, exclusive of summer school.

If a Professional Employee receives an overload pay adjustment during the first semester, and because of enrollment decline or other factors during the second semester his total professional workload does not equal or exceed thirty (30) credit hours per year, the compensation of the Professional Employee will be reduced during the second semester in the amount of the overload pay received during the first semester. This reduction will be made in four (4) equal installments in February, March, April and May. Overload salaries for the fall semester shall be paid in September, October, November, December and January.

Overload salaries for the spring semester shall be paid in February, March, April and May.

J. Off Campus Pay. If a Professional Employee is assigned an off campus class as part of his normal professional workload, he shall receive an additional $125.00 per credit hour for classes taught off campus. The term "campus" shall mean the location where a Professional Employee is assigned a majority of their load.

The Administration will advise Professional Employees in writing of their primary campus for each semester. The following (including a 3-mile area around any of the cities mentioned below) will constitute a site under this Article:

1. City of El Dorado
2. City of Andover
3. City of Augusta
4. City of Towanda
5. City of Rose Hill
6. City of Wichita
7. City of Winfield
8. City of Derby
9. Remington High School
10. McConnell Air Force Base
11. Any location (including a city and its 3-mile surrounding area) in the Flint Hills Outreach.

K. Summer School Pay. Professional Employees teaching classes during summer school shall be compensated at the rate of $350.00 per credit hour of summer school classes taught. The contracts of Professional Employees for summer school classes shall be for a minimum of six (6) credit hours, unless Professional Employees agree with the Division Chairman and Vice President to teach less than six (6) credit hours during summer

school, at the rate of $350.00 per credit hour taught.

Professional Employees whose summer school classes do not fill, and who do not decide to teach a reduced load at the rate of $350.00 per credit hour taught shall be assigned the equivalent of six (6) credit hours of summer work, or a fraction thereof, depending on the employee's workload.

L. Cancelled Night Class Pay. Professional Employees whose night classes do not fill shall be compensated at the rate of $20.00 per night for their time in helping with night enrollment, and $10.00 per clock hour for night classes which meet and are later cancelled.

M. Bank Deposit. Professional Employees may request that their paychecks be mailed directly to their banks for deposit. Professional Employees who desire this service shall provide addressed and stamped envelopes to their bank and evidence of their agreement with the bank to have paychecks mailed directly for deposit.

ARTICLE XX - GROUP INSURANCE

The college shall make available a medical insurance plan for eligible Professional Employees and pay insurance premiums of $97.44 per month for each Professional Employee who takes dependent insurance coverage under such plan. The balance of such insurance premium costs may be paid by Professional Employees under the 125 plan discussed in Article XXI, 125 Plan.

If dependent insurance premium raises above $322.44 per month, the excess shall be paid by the College.

If single insurance premium raises above $225.00 per month, the excess shall be paid by the College.

ARTICLE XXI - 125 PLAN

The College shall pay $225.00 per month for each Professional Employee to a 125 Plan adopted by the Board. Such 125 Plan shall also provide that Professional Employees may reduce their taxable salary up to the value of items which may be paid through the Plan over and above $225.00 per month.

ARTICLE XXII - RETIREMENT AGE

There shall be mandatory retirement at age seventy (70) years for all non-probationary Professional Employees. The non-probationary Professional Employee shall finish out the school year in which he or she becomes 70 years of age. The Board may offer early retirement on terms and conditions established by the Board.

ARTICLE XXIII - DUES DEDUCTION

At each Professional Employees option, Association dues will be withheld from monthly payroll checks in ten (10) equal installments, provided the Association has obtained appropriate written authorizations from Professional Employees for the

withholding of such dues and presented them to the Director of Finance by October 15 of each year.

ARTICLE XXIV - SAVINGS CLAUSE

In the event any provision of this Agreement is finally ruled invalid under any appropriate State or Federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect. The Board and Association shall immediately enter into negotiations concerning necessary provisions to correct such invalidity; provided, if no new provisions are agreed upon within thirty (30) days after notice to negotiate is given by either party to the other, then the Board shall have the right to determine and implement necessary provisions to correct such invalidity, and the same shall be subject to the negotiation upon request of the Board or the Association prior to February 1, 1990.

ARTICLE XXV - GENDER

Wherever appropriate in this Agreement, words used in the singular may be read in the plural, words used in the plural may be read in the singular, and the masculine gender shall be deemed equally to refer to the female sex.

Dated at El Dorado, Kansas, this _____ day of _____, 1990.

THE BUTLER COUNTY COMMUNITY COLLEGE

By_____

THE BUTLER COUNTY COMMUNITY COLLEGE EDUCATION ASSOCIATION

By_____

AGREEMENT

between

BOARD OF TRUSTEES OF
COWLEY COUNTY COMMUNITY COLLEGE

and

COWLEY COUNTY COMMUNITY COLLEGE EDUCATION ASSOCIATION

Beginning: July 1, 1990
Ending: June 30, 1991

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A G R E E M E N T

This agreement is between the Board of Trustees of the Cowley County Community College (hereinafter referred to as the "Board") and the Cowley County Community College Education Association (hereinafter referred to as the "Association") as the representative of the Professional Employees (as defined by K.S.A. 72-5413), and hereafter referred to as "Professional Employees" of the Cowley County Community College (hereinafter referred to as the "College").

ARTICLE I - General Purposes

1. RECOGNITION

The Board hereby recognizes the Association as the exclusive negotiating representative of the Professional Employees, in accordance with the provisions of the statutes of the State of Kansas.

2. SAVINGS CLAUSE

If any provision of this agreement is held to be contrary to the law, then such provision shall not be deemed valid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

3. RETAINED RIGHTS OF THE BOARD

a. The Board on its own behalf and on behalf of the electors of Cowley County, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Kansas and of the United States, including but without limiting the generality of the foregoing, the right:

1) to maintain executive management and administrative control of the College and its properties and facilities and the professional activities of its employees as related to the conduct of the College affairs, except as set forth in this agreement;

2) to hire all employees and determine their initial rate of pay subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;

3) to establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;

4) to decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of Professional Employees and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this agreement; and

5) to determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

b. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agrement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the State of Kansas and the Constitution and laws of the United States.

c. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

d. Nothing contained within this Article shall diminish, negate, or abrogate any article or provision of this Master Agreement.

4. ASSOCIATION AND MEMBER RIGHTS

a. Both the Board and the Association recognize the rights of Professional Employees as set forth in K.S.A. 72-5414.

b. The Association shall be entitled to public documents as provided by Kansas statutes and Board policy.

c. The Association shall have the right to appear at Board meetings as provided by Board policy concerning such matters.

5. ASSOCIATION LEAVE

At the beginning of the school year, the Association shall be provided with four (4) days of paid leave subject to the approval of the President to be used by the Association for instructional programs properly related to representation of the bargaining unit. If these days are not used, they will not be carried over to the next school year.

ARTICLE II - Salary and Wages

1. PAYROLL DEDUCTIONS

Professional Employees may authorize the Vice-President of Administration to make automatic payroll deductions for the following purposes: College-approved health, life and disability insurance programs and annuities. Deductions may also be authorized for payment of dues for the Association, College Endowment Association, Tiger Booster Club, Ark City Teachers Credit Union, and United Way of Arkansas City, provided that such deductions may not be discontinued during a contract year.

a. All applications for payroll deductions must be submitted in writing each year by August 20.

b. A list of approved tax sheltered annuity and or life insurance companies are maintained in the Business Office.

c. New companies may be added to the list of approved tax sheltered annuity and/or life insurance companies by filing written request with the Vice-President of Administration along with signed contracts for a minimum of ten participating college staff members.

2. REIMBURSEMENT FOR TRAVEL

Professional Employees and students will be reimbursed for expenses incurred in the conduct of College business or professional and student activities that have been approved by the President prior to incurring such expenses. Professional Employees required to attend because of allotted grant monies will be reimbursed for expenses incurred at the Kansas Vocational Workshop. Those Professional Employees who voluntarily attend may be reimbursed following approval by the President prior to incurring such expenses. Reimbursement shall include travel, lodging, meals, and registration fees. Reimbursement of expenses

and/or use of College vehicles are not permitted for personal or Professional Association activities.

a. A "Request for Absence" form must be approved in advance of each contemplated trip. These forms, available in each Dean's Office and the Business Office, are self-explanatory.

b. A "Requisition" with receipts attached shall be submitted after the completion of travel and when reimbursement is desired. These forms are available in each Dean's Office and the Business Office.

c. Travel in College-owned vehicles must be arranged well in advance, and reimbursement for out-of-pocket expenses will require appropriate cash tickets or receipts.

d. It shall be the responsibility of the Vice-President of Administration to determine when travel by personal automobile is in the best interest of the College. In the event that more than one person travels in the same privately-owned vehicle, reimbursement shall be claimed only by the owner of the vehicle.

e. Transportation via common carrier shall be at the rate of the actual cost of fares below first class level and supported by the appropriate receipts. Charter flights will be scheduled only with the prior approval of the President. All reservations will be made through the Business Office.

f. College vehicles are not available for professional leave or participation in professional association activities. Professional Employees may receive partial reimbursement from budgeted departmental funds at the following rates: travel - eighteen cents (.18) per mile, subsistence - four dollars ($4.00) per meal (limit three (3) per day) and lodging - twenty-two dollars ($22.00) per night.

g. College vehicles will be provided for travel related to official College business, if available. If a College vehicle is not available, staff members will be reimbursed at the rate of twenty and a half cents (.205) per mile for the use of personal vehicles. Other expenses shall be reimbursed at actual cost, upon presentation of an original receipt, except that subsistence shall be reimbursed at five dollars ($5.00) per meal (limit three (3) per day).

h. Expenses for early arrivals, stop-overs, side trips, late departure or other non-College related expenses will not be reimbursed by the College.

i. Any expenses paid by professional organizations, public agencies or other sources will not be reimbursed by the College.

j. If expenses requested to be reimbursed by the College exceed the allocation, the President shall prorate the allocation according to the best interests of the College.

3. ABSENCE WITH PAY

Absence with pay is granted for personal illness (including childbearing) at the rate of twelve (12) working days of leave for each full year of employment, accumulative to a maximum of ninety-four (94) work days. Pay unused accumulated absence with pay at the rate of Ten Dollars ($10.00) per day over ninety-four (94) days. Personal business day(s) may be granted and will be reviewed on an individual basis. When a Professional Employee retires with at least ten (10) years of continuous service at the College, the employee will receive compensation based upon one-half (1/2) pay for accumulated absence with pay to a maximum of eighty-four (84) days, prorated according to the latest primary employee contract.

a. The Professional Employee shall notify the appropriate Dean of his/her intent to be absent as soon as possible, and shall initiate procedures for obtaining a substitute, if required.

b. A signed application for absence with pay for personal illness must be filed with the appropriate Dean no later than the day that the Professional Employee returns to work. The Dean may, at his discretion, require proof of personal illness.

c. A signed application for pay for personal business leave must be submitted to the appropriate Dean in advance of any such absence. This application shall specify the reason for the request and the Dean shall recommend to the President, who shall decide if such leave is to be granted with pay or without pay.

d. A Professional Employee may appeal the decision of the President by filing a written request for a hearing by the Board of Trustees within three (3) days of the decision of the President.

e. Unapproved absences to a maximum of three (3) days per year, or approved absences in excess of accumulated absence with pay, are deductible from the employee's salary at the rate of eighty percent (80%) of the contractual salary per day of chargeable absence.

f. A Professional Employee who presents a court subpoena or summons to his/her Dean shall be granted a leave with pay to serve as a witness or on a jury; provided, any juror or witness fees shall be reimbursed to the College. Absences for jury duty shall not be deducted from accumulated absence with pay.

4. ABSENCE WITHOUT PAY

Absence without pay may be granted on approval of the President to meet such personal needs as improvement of health (including childbearing), military service, and temporary service in public office, provided the employee submits written notice of his/her intent to return to work following the absence. All absences not specifically provided for under "Absence With Pay" shall come under the heading of "Absence Without Pay."

a. The Professional Employee on absence without pay shall receive no salary, sick leave accumulations, or experience credit applicable to the salary schedule for the absence-without-pay period.

b. A Professional Employee returning from absence without pay for improvement of health shall present to the office of the President a statement from the family physician that the teacher is physically able to resume duties.

c. A request for absence without pay shall not exceed one (1) school year and shall be valid only for the remainder of the school year in which the request is made.

5. SUBSTITUTE PAY

The daily payment for short term substitute instructors shall be paid at the rate of Twenty Dollars ($20.00) per instructional contact hour to a maximum of Three Hundred Dollars ($300.00) per week.

6. FRINGE BENEFITS

Payments of approximately twelve and one-half percent (12.5%) of the salary of the Professional Employee are made to the Kansas Public Employees Retirement System (KPERS) and to Federal Insurance Contributions Act (FICA). In addition, the Board shall

pay to a fringe benefit plan the sum of Two Hundred Fifty Dollars ($250.00) per month for each full-time Professional Employee. Each full-time Professional Employee shall allocate the sum contributed to his/her credit among the various fringe benefits in the plan. The fringe benefits in the plan and the procedures for administration are to be determined by a committee composed of Professional Employees, administrators, and Trustees appointed by the Chairman of the Board of Trustees who will convene this committee to review the fringe benefit plan in the spring of each year.

7. SALARY SCHEDULE

The following salary schedule for Professional Employees shall become effective August 1, 1990, and shall continue in force until revised by the Board of Trustees after negotiations with the Association. The specified salary for employees shall be considered full compensation for professional services rendered according to the policies and procedures of the College and based upon an academic calendar of one hundred seventy (170) contract days:

PROFESSIONAL SALARY SCHEDULE

	CLASSIFICATION						
	B.S.or Equiv.	B.S.+18	M.S.or B.S.+36	M.S.+18	Spec.or M.S.+36	Spec.+18	Doc.or Spec.+36
Base	$20,835	$21,532	$22,219	$22,916	$23,624	$24,322	$25,008
Increments	$180	$180	$210	$210	$210	$210	$210

8. GUIDELINES FOR IMPLEMENTATION OF THE SALARY SCHEDULE

All Professional Employees shall be assigned to the Salary Schedule by the President, subject to the approval of the Board. The following guidelines shall be used in the implementation of the Salary Schedule.

a. Upon employment, a Professional Employee shall be evaluated for placement on the salary schedule by the Dean and the Department Chair, and a written recommendation shall be submitted by the President.

b. Classification and lateral advancement on the salary schedule shall be based upon the stated headings, provided that all credit hours not related to a specific degree program must be approved in advance by

the Division Dean. Non-degree Professional Employees, assigned to Classification A must be employed by the College for a minimum of six (6) years and have earned a minimum of thirty-six (36) credit hours to be eligible to accrue credit hours for advancement to Classification B.

c. Prior service credit shall be valued at the rate of two (2) increments per year of approved work experience. In no event is a new Professional Employee to be assigned a step higher than a person already on the faculty with the same experience.

d. Professional Employees on Administrative review shall not be eligible for an increase.

e. Professional Employees who satisfy requirements for lateral advancement on the salary schedule during the summer must present documented evidence of course completion to his/her Dean no later than August 20, in order to qualify for an amended contract for the ensuing year.

9. MERIT PAY

The Board shall contribute the sum of Eleven Thousand Two Hundred Dollars ($11,200.00) for merit pay distribution prior to the end of this Agreement under the guidelines previously adopted by the College for merit pay for Professional Employees.

10. PROFESSIONAL EMPLOYMENT CONTRACTS

Professional employment contracts issued by the College are of two types: primary contracts and supplemental contracts.

a. Primary contracts shall set forth the primary assignments of the Professional Employee for 170 contract days. Provisions for such contracts to be continued, non-renewed or terminated shall be as provided by Kansas statute.

b. All other assignments not covered by the primary contract (including additional days of service, overload and summer school contracts) shall be set forth in supplemental employment contracts which shall be voluntary by both parties and shall not be subject to the continuing contract law. Overload and summer school shall be paid at the rate of Four Hundred Dollars ($400.00) per credit hour.

ARTICLE III - Instructor Welfare

1. PERSONNEL RECORDS

A personnel file shall be maintained by the President's Office for each employee. Each employee shall be responsible for submission of required documents and information to maintain a current cumulative record. Each member of the staff is required to have in his personnel file the following items:

a. An application for employment, which will include all data required by the State or accrediting agencies as well as for local administrative use.

b. Any supplementary data and other supporting evidence of qualifications, experience, and training.

c. Registration of (or locally reproduced copy of) a current teaching certificate, if applicable (K.S.A. 72-1390).

d. Transcripts of all course work.

e. A current health certificate (K.S.A. 72-5213). The Certificate must be completed on State Department of Health form "Certificate of Health for School Personnel" and shall include a statement that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the students, and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test.

f. A copy of the signed, original employment contract.

g. A record of publications, professional offices or activities, sponsorship of student activities, and major community involvement or contributions.

h. All personnel files pertaining to an individual Professional Employee, except material which the College receives from confidential sources such as college or non-college placement centers, shall be made available to the individual for inspection and to the Association upon request of the individual Professional Employee with the right to reproduce these documents.

2. ACADEMIC FREEDOM

a. Professional Employees are citizens, members of a learned profession, and representatives of the College. When speaking or writing as citizens, they should be free from institutional censorship or discipline, but

their special positions in the community impose special obligations upon them as individuals. As persons of learning and as educators, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, exercise restraint, show respect for the opinion of others, and make every effort to indicate that they are not institutional spokespersons. (Source: A.A.U.P. Handbook)

1) The Professional Employee is given full freedom in research and in the publication of the results, subject to the adequate performance of other academic duties, but research for pecuniary return shall be based upon an agreement with the President of the College.

2) The Professional Employee is entitled to freedom in the classroom in discussing appropriate subject matter, but should be careful not to introduce controversial material which has no relation to the particular subject.

3. PROFESSIONAL EMPLOYEE PREPARATION

In order that the College shall maintain a well-qualified staff in keeping with the institutional mission, the master's degree shall be considered the preferred minimum educational requirement for teaching general education courses, and the bachelor's degree shall be considered the preferred minimum educational requirement for teaching occupational courses. All vocational education personnel are expected to meet the certification requirements of the State of Kansas, and the College reserves the right to adopt specific requirements for each professional position. The President of the College shall have the authority to waive certain requirements in order to assure proper implementation or continuation of a program.

a. Those individuals who do not meet the preferred qualifications shall present a minimum of six (6) credit hours per year toward the required degree. A plan for continued study must be developed in consultation with the Dean of Instruction and approved by the President.

b. Exceptions to these requirements shall be made only upon approval of the Dean of Instruction and authorization by the President. Written request for an exception must be submitted to the Dean thirty (30) days in advance of re-employment.

4. PROFESSIONAL CODE OF ETHICS

The Professional Employee believes in the worth and dignity of the individual person, and recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nature of democratic citizenship. The Professional Employee regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The Professional Employee accepts the responsibility to practice the profession according to the highest ethical standards.

The Professional Employee recognizes the magnitude of the responsibility which has been accepted in choosing a career in education, and engages, individually and collectively, with other educators, to judge colleagues, and to be judged by them, in accordance with the provisions of this code.

5. COMMITMENT TO THE STUDENT

The Professional Employee measures success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The Professional Employee therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling this obligation to the student, the Professional Employee --

a. Shall not without just cause restrain the student from independent action in the pursuit of learning, and shall not without just cause deny the student access to varying points of view.

b. Shall not deliberately suppress or distort subject matter for which responsibility is borne.

c. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

d. Shall conduct professional business in such a way that the student is not exposed to unnecessary embarrassment or disparagement.

e. Shall not on the ground of unlawful discrimination exclude any student from participation in or deny any benefits under any program, nor grant any unlawful discriminatory consideration or advantage.

f. Shall not use professional relationships with students for private advantage.

g. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

h. Shall not tutor for remuneration students assigned to the Professional Employee's class, unless no other qualified teacher is reasonably available.

6. COMMITMENT TO THE PUBLIC

The Professional Employee believes that patriotism in its highest form requires dedication to the principles of our democratic heritage, sharing with all other citizens the responsibility for the development of sound public policy and assuming full political and citizenship responsibilities. The Professional Employee bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public. In fulfilling these obligations to the public, the Professional Employee--

a. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.

b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.

c. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.

d. Shall not use institutional privileges for private gain or to promote political candidates for partisan political activities.

e. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

7. COMMITMENT TO THE PROFESSION

The Professional Employee believes that the quality of the services of the education profession directly influences the nation and its citizens. The Professional Employee therefore exerts every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of trust to careers in education.

Aware of the value of united effort, the Professional Employee contributes actively to the support, planning, and programs of professional organizations. In fulfilling these obligations to the profession, the Professional Employee--

a. Shall not unlawfully discriminate against members of the profession.

b. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

c. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.

d. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes or is required by law.

e. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.

f. Shall provide upon the request of the aggrieved party a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

g. Shall not misrepresent professional qualifications.

h. Shall not knowingly distort evaluations of colleagues.

8. COMMITMENT TO THE INSTITUTION

The Professional Employee at Cowley County Community College and Vocational-Technical School accepts responsibilities and loyalties to this College which may not be readily visible in the Commitments to the Students, the Public, and the Profession as outlined in the Code of Ethics of the Educational Profession. The Professional Employee, keeping in mind these institutional, community, and personal responsibilities, should continuously evaluate professional priorities. When awareness of some personal deficiency in the following areas begins to develop, the Professional Employee believes that steps should be taken immediately to resolve the problem. In fulfilling these obligations to the College, the Professional Employee shall:

a. Be alert to and act upon every opportunity to promote the College and its individual programs.

b. Assist in recruiting students for the Professional Employee's programs and for the College in general.

c. Support and attend as many school activities as possible.

d. Be accessible to students in order to encourage individual assistance as needed.

e. Support and participate in program and staff development activities.

f. Accept the responsibility of pursuing a personal goal of self-improvement and continuing education.

9. PROFESSIONAL ACTIVITIES

The College will encourage staff members to participate in professional activities that contribute to the goals and objectives of the institution. Reimbursement for such activities shall be within the limitations of the budget and according to the policies of the Board.

a. The responsibility of a staff member to fulfill all contractual obligations to the College shall have priority over other professional activities.

b. Staff members who participate in professional activities at the expense of the College may be required to submit individual written reports concerning such activities.

c. Attendance of staff members at conferences, workshops, or conventions requires the recommendation of the appropriate Dean and the written approval of the President.

d. Program visitation, staff exchange, or other professional activities require a written proposal prepared by the staff member, recommended by the appropriate Dean, and approved in writing by the President.

e. Authorized expenses incurred in approved professional activities will be reimbursed according to the provisions of Article II, Section 2, Reimbursement for Travel, of the Master Agreement.

10. STAFF EVALUATION

The purpose of the following evaluation activities at the College is to improve the performance of assigned responsibilities. All professional employees shall be evaluated once each semester for the first three years of employment; once each year for the next three years; and once every three years thereafter. The performance of each professional employee will be evaluated for the period of time beginning with the latest prior evaluation.

a. Information concerning individual evaluations will be considered confidential.

b. Forms shall be developed based upon the published job descriptions of the individual. Criteria will be as established by the Board and may include the following personal qualifications and attributes: efficiency, personal qualities, professional deportment, ability, physical health, mental health, performance, and the capacity to maintain control of students.

c. Professional Employees will be evaluated by (a) Self, (b) Department Chairperson, (c) Cabinet, and (d) Students. The Dean of Instruction will review evaluations with the Professional Employees at his/her discretion or upon request.

d. Department Chairpersons will be evaluated by (a) Self, (b) Members of the Department, and (c) the Cabinet. The Dean will review evaluations with the Department Chairpersons at his/her discretion.

11. GRANT-IN-AID

The Board will grant tuition for each Professional Employee, spouse, and/or dependent children enrolled at Cowley County Community College. The Professional Employee, spouse, and/or dependent children shall pay the incidental fees and cost of textbooks.

12. UNIFORM PROFESSIONAL BASIC EMPLOYMENT CONTRACT PAYMENT DATES

Payment for services of Professional Employees shall be as provided by Kansas statute. The monthly pay date will be the administrative office's last working day in each month. Special payroll dates will be as established by the administration and provided to Professional Employees by September 1 of such year.

13. ADMINISTRATIVE REVIEW OF PROFESSIONAL EMPLOYEES

The College recognizes and accepts the responsibility to attempt to improve the performance of Professional Employees prior to

recommending disciplinary action to the Board. In fulfilling this responsibility, the following Administrative Review procedures will be employed, unless there is clear evidence of a flagrant violation of Board policy or Kansas law.

a. When it has been determined by the Administration that a Professional Employee, who has been employed by the College for three (3) years or more, is to be placed on Administrative Review status, the President will convene a conference consisting of the Professional Employee, President, Dean of Instruction, and Department Chairperson for the purpose of outlining perceived deficiencies and determining a course of action to correct the problem. A written record of this conference will be prepared for the Professional Employee's personnel file.

b. From this point, until such time as the Professional Employee is no longer on Administrative Review status, regular evaluation procedures for improvement of instruction will be replaced by procedures for administrative review.

c. The Professional Employee involved will be evaluated yearly by utilizing special instruments for such purpose:

    1) The Professional Employee will be evaluated by all of his/her students each semester by utilizing a special form rather than the usual form for improvement of instruction. These forms will be collected by the Dean of Instruction or his designate.

    2) The employee will be evaluated each year by (1) the Cabinet, (2) Department Chairperson, and (3) Self, on a special instrument rather than the usual form used for improvement of instruction.

    3) The results of all such evaluations will be made available to the Professional Employee involved in a timely fashion.

d. In March of the year following the initial conference, another conference will be convened for the purpose of assessing any improvements and deficiencies noted. A summary of this conference, along with the administrative disposition, will be entered on the same record established at the original conference (see a).

e. The special evaluation procedure shall continue until such time as the Professional Employee is removed from Administrative Review status.

14. CLASS SIZE

It is the policy of the Board that the full-time-equivalent faculty-student ratio for the College shall be 1:25 but with no more students in any classroom than the number of laboratory stations which the administration determines will accommodate such students. Recognizing the difficulty in achieving this goal under present circumstances, the Board agrees to authorize and direct the President to develop staffing plans and make assignments designed to achieve the adopted ratio at the earliest possible date. Realizing that the policy of the Board is reasonable and consistent with recognized standards, the Professional Employees agree to cooperate fully in the development and implementation of the administrative plans designed to achieve the adopted ratio.

15. PROFESSIONAL LEAVE (SABBATICAL)

a. Purpose

A sabbatical leave may be granted for any activity which, in the judgment of the Board, will contribute to personal and professional growth. It will be the responsibility of the Professional Employee to demonstrate clearly how a particular work, study, or travel plan will accomplish this objective. The proposal will be set forth in writing on such forms as the administration shall from time to time determine.

b. Definition of Terms

1) A Professional Employee means an employee of the College who is paid on the basis of a full-time contract.

2) Six (6) years on continuous full-time employment as used in this Article means six (6) continuous years of employment by an eligible employee without interruption, except as hereinafter defined or otherwise specified in the contract. To be eligible for consideration of a sabbatical leave, an employee must have completed the six (6) year period as defined herein on or before the commencement of the requested sabbatical leave. An approved, uncompensated long-term leave of more than one (1) month shall not be counted toward the six (6) years required for sabbatical leave eligibility.

c. Eligibility

1) *The Board may grant sabbatical leave in their sole* discretion to Professional Employees.

2) During the sixth year of service, or any later year, a Professional Employee is entitled to apply for sabbatical leave.

3) Sabbatical leave is non-cumulative; as an example thereof, a Professional Employee who has twelve (12) uninterrupted continuous full-time years of employment with the College will not be entitled to two sabbatical leaves.

4) A person who has received a sabbatical leave shall not be eligible to begin another sabbatical leave until such person has completed six (6) additional years of continuous full-time service as herein defined.

d. Conditions

1) A plan for the period of the leave shall accompany the request for leave which shall be in writing and directed to the President for consideration by the President and the Board. Sabbatical leaves are granted at the regular salary for a one (1) semester sabbatical and one-half (1/2) salary for a two (2) semester sabbatical. Any days in excess of the number of working days in a regular semester shall be specified in the approved sabbatical plan. Regular salary is defined as the salary being paid at the time the leave begins or salary that would have been received if the Professional Employee were assigned regular duties at that time. In the event the period covered by the sabbatical leave spans more than one (1) fiscal year, a Professional Employee will be eligible for consideration for any Board approved salary adjustments upon return from sabbatical.

2) All insurance, life, health, dental, vision, major medical, and disability, and tax sheltered annuities being paid at the time of the sabbatical shall continue during the sabbatical leave on the basis of the regular base salary to the extent permitted by the applicable insurance carrier and as provided by the College for members of the bargaining unit; however, other benefits and all

provisions of the Agreement relating to any other leave shall not apply.

3) Failure to meet the terms and conditions imposed in the sabbatical leave will obligate the person to reimburse the College for salary and fringe benefits paid on the employee during the leave. Such reimbursement shall be made within thirty (30) days from notice of the President or the President's designee for repayment.

4) A Professional Employee receiving a sabbatical leave is required to return to the College for a period of one (1) contract year following the sabbatical leave. Failure to do so will mandate that the employee reimburse the College for salary paid to the employee and fringe benefits paid on the employee's behalf if the Board so determines.

5) A full written report by the employee on sabbatical leave regarding the use of the sabbatical leave is to be presented to the appropriate Dean for approval and President or the President's designee for approval. The date of said report to be as fixed and determined by the sabbatical leave conditions as they are individually set by the Board for each person.

6) The Professional Employee will take the leave the year it is granted. The College may at its discretion, however, offer to grant the requested sabbatical at a time more convenient to the College.

7) In those cases where a Professional Employee applies for and receives a sabbatical leave and is employed for work approved by the College, the payment from College funds (even though entitled to sabbatical leave conditions or half salary) shall be no more than the difference between the employee's College salary and the salary received during the outside employment; provided, however, in the event the employee shall receive compensation from the outside employer in an amount the same as or more than the Professional Employee's College contract, no salary will be paid by the College.

e. Number of Professional Employees on Sabbatical Leave

The number of salaried Professional Employees released each year for sabbatical leave will be annually

determined by the President, or the President's designee, as approved by the Board.

16. PROFESSIONAL IMPROVEMENT

The College will establish a pool of Three Thousand Dollars ($3,000.00) to pay for the tuition of Professional Employees to continue their education, according to the following guidelines:

a. The application of tuition payment must be submitted two weeks in advance of enrollment in the course and approved by the Dean of Instruction.

b. No more than Five Hundred Dollars ($500.00) in tuition shall be paid for a Professional Employee in any contract year.

c. The Professional Employee shall be in full-time service at the time that he/she qualifies for the tuition payment.

d. All payments shall be part of a pre-approved staff development plan approved by the appropriate Dean and the President.

17. RETIREMENT BENEFITS (SICK LEAVE DAYS)

The College participates in the Kansas Public Employees Retirement System (KPERS) and the Federal Insurance Compensation Act (FICA). The College contributes approximately eleven (11) percent of the Professional Employee's salary to these retirement plans. Appropriate deductions are made from the salaries of Professional Employees, and an annual record of deductions and accumulated benefits are provided.

When a Professional Employee retires with at least ten (10) years of continuous service at the College, the employee will receive compensation based upon one-half (1/2) pay for accumulated absence with pay, prorated according to the latest primary employee contract, to a maximum of eighty-four (84) days.

18. RETIREMENT AGE

There shall be mandatory retirement at age seventy (70) years for all non-probationary Professional Employees. The non-probationary Professional Employee shall finish out the school year in which such employee becomes seventy (70) years of age.

19. POSTING OFFICE HOURS

Professional Employees are required to post a schedule of a minimum of thirty (30) hours per week in the classroom or office. Time involved in teaching classes or other assignments for extra pay is not counted as a part of the thirty (30) hour requirement.

a. A schedule of classroom and office hours shall be posted by each Professional Employee on cards provided by the Dean of Instruction.

b. An emergency locator record shall be maintained in the Dean's Office, in order to handle calls or callers properly.

c. When it is necessary to leave the campus for emergency or school business during the designated posted hours, the Professional Employee shall notify the Departmental Secretary. Information provided to the secretary shall stipulate where the Professional Employee may be reached and the expected time of return.

ARTICLE V - Due Process and Grievance Procedure

1. DUE PROCESS

The Board and Association recognize the provisions for due process of Professional Employees as provided by Kansas statutes.

2. GRIEVANCE PROCEDURE

The purpose of these procedures is to secure equitable solutions to the grievances of Professional Employees. Both parties to the agreement are guaranteed the opportunity to have the unobstructed and exclusive use of this grievance procedure without fear of reprisal or prejudice. A grievance means a complaint by a Professional Employee or group of Professional Employees with respect to the interpretation or application of this Agreement. Grievances shall be filed and processed as follows:

Step 1. Informal procedure - The grievant shall request an informal conference in writing with the immediate supervisor within five (5) days after the grievance is discovered, or within reason should have been discovered. A grievance will be considered only if the event precipitating the grievance has occurred within a period of sixty (60) days prior to its discovery.

Step 2. Formal grievance procedure - If the grievant is unable to have a conference with the immediate

supervisor within five (5) days of the above request, if the immediate supervisor fails to issue a grievance decision within five (5) days after the conference, or if the grievant is dissatisfied with the results of the informal conference, then the grievant may proceed to step three (3) of the grievance procedure.

Step 3. The grievant shall file a grievance in writing stating in detail the facts of which he complains and the provisions of this Agreement which are alleged to have been violated. Grievances shall be deemed filed when delivered in writing to the President of the College within thirty (30) days following the written request for the informal conference. One copy of the grievance shall be delivered to the President of the College, one to the President of the Association, and one shall be kept by the grievant. The President of the College shall review the grievance and the record of the above procedures, together with any additional evidence or oral argument. Within fourteen (14) days after delivery of the grievance at his office, the President of the College shall render his written decision. He shall deliver one copy of the decision to the grievant and one copy to the President of the Association.

Step 4. If a solution satisfactory to the grievant and the Administration has not been reached through the above procedures, the grievant may appeal the decision in writing to the Board within five (5) days after the receipt of the decision of the President of the College. The Board will review the grievance and the record of the above procedures and hear the matter in dispute. Any evidence or argument which the Board finds pertinent, or which the grievant desires to submit, may be presented at such hearing and the parties shall have the right to cross-examine witnesses who are called to testify. The Board shall thereafter render its decision disposing of the issue in writing. One copy of the Board's decision shall be delivered to the grievant, one copy to the President of the College, and one copy to the President of the Association.

a. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the Administration at the last step. If the Administration does not meet the

time requirements for decision making at any stage in the grievance procedure, the grievant may move to the next stage in the procedure.

b. All references to number of days in this procedure shall be determined to mean the days the College administrative offices are open for business. In the event a grievance is not filed or processed in the manner and within the times set forth above, it shall be disposed of at the option of the Administration.

c. Grievances shall be processed as quickly as possible. The number of days indicated at each level shall be considered maximum, and every effort shall be made to expedite the process in a shorter period of time.

d. It is agreed that the grievant may request and receive information in the possession of the Board which the Board agrees is material for the processing of said grievance and to which the grievant is entitled by law.

e. The grievant may withdraw the grievance at any level.

f. All parties shall have the right to have counsel or a representative present with them at each phase of the formal grievance procedure.

g. Any decision which involves the expenditure of funds or construction of a policy is subject to the approval of the Board.

h. Matters relating to the termination or non-renewal of Professional Employees shall be handled exclusively according to the provisions of due process as provided by Kansas statutes.

i. Any provision of this grievance may be altered for a particular case upon the written concurrence of the President of the College and the President of the Association.

ARTICLE VI - Duration

This Agreement shall be for a period beginning July 1, 1990, through June 30, 1991.

Sue Darby, spokesperson CEA
For COWLEY COUNTY COMMUNITY COLLEGE EDUCATION ASSOCIATION

Bill Curless
For BOARD OF TRUSTEES OF COWLEY COUNTY COMMUNITY COLLEGE

NEGOTIATED AGREEMENT

FOR

1990-91 SCHOOL YEAR

The following agreement was reached as the result of professional negotiations between the Board of Trustees of Dodge City Community College and the Dodge City Community College Faculty Association, as representatives of the full-time faculty members, pursuant to the provisions of K.S.A. 72-5413, et. seq.

This agreement is approved this 14th day of June, 1990, by the respective negotiating teams.

Greg White
Chief Negotiator
Dodge City Community College
Faculty Association

Glenn I. Kerbs
Chief Negotiator
Board of Trustees
Dodge City Community
College

This agreement is ratified by the members of the full-time faculty on this 14th day of June, 1990.

Larry Burke
President
Dodge City Community
College Faculty
Association

This agreement is ratified by the Board of Trustees on this 14th day of June, 1990.

Floris Jean Hampton
Chairperson
Board of Trustees
Dodge City Community
College

PREAMBLE

The Board of Trustees of Dodge City Community College (hereinafter referred to as the "Board") and the Dodge City Community College Faculty Association (hereinafter referred to as the "Association") as representatives of the full-time professional employees (as defined in the original certification of the Association as the Bargaining Unit, and hereinafter referred to as the "college") agree that the following agreement has been reached as a result of professional negotiations pursuant to K.S.A. 72-5413 et. seq. and as such shall be binding upon the Board and the professional employees covered by such agreement for the 1990-91 school year. During the term hereof this agreement may be modified or amended only by mutual agreement of the parties hereto in writing.

The Board and Association recognize and declare that providing a quality education for all the students of the college is their mutual desire, and that the character of such education depends upon the quality and morale of the instructional staff.

The Board and Association recognize and declare that providing a quality education for all the students of the college is their mutual desire, and that the character of such education depends upon the quality and morale of the instructional staff.

This negotiated agreement shall be a part of individual contracts with the same force and effect as though fully set forth herein.

This negotiated agreement shall be effective from July 1, 1990 to June 30, 1991.

PROFESSIONAL NEGOTIATION UNIT

These arrangements shall pertain only to full-time professional employees of the college as defined by K.S.A. 72-5413(c).

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I. DATE OF IMPLEMENTATION

July 1, 1990 to June 30, 1991.

II. RIGHTS OF THE PROFESSIONAL EMPLOYEES

The professional employees of the college have certain rights as stated in K.S.A. 72-5414.

III. ACADEMIC AND PERSONAL FREEDOM

A. ACADEMIC FREEDOM

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the college, and they acknowledge the fundamental need to protect professional employees from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions.

B. PERSONAL FREEDOM

The personal life of a professional employee, especially concerning outside employment and activities, is not an appropriate concern of the Board except as it may directly prevent the professional employee from properly performing his/her assigned functions.

IV. TERMS OF PROFESSIONAL SERVICE

A. POLICY CONCERNING PROFESSIONAL CONTRACTS

Professional employees shall perform their duties under one or more of the following types of written contracts:

1. Full-time Instructional Contract - This type of contract applies to all full-time professional employees. Under this type of contract an individual instructor has a general job description and area of responsibility, but

with enough flexibility and latitude to engage individual innovation and overall college involvement. Personnel under this contract are subject to the salary index plan. With regard to the direct instructional effort, the scope of such duties shall not be limited to classroom instruction in the day school sense, but may, and should in some cases, include such major duties as extension classes, evening classes, TV classes, seminars, Saturday classes, workshops, etc. Additional duties may be assigned under supplemental contracts. Personnel under instructional contracts are presently represented in collective negotiations by the Association and are subject to the terms and conditions of this negotiated agreement and are subject to the state law with regard to due process; provided, however, that nothing contained herein shall be deemed a waiver by the Board of the probationary period established by such due process statutes. Termination of or resignation from an instructional contract also terminates any supplemental contracts.

2. **Supplemental Contract** - This type of contract applies to and shall be issued to employees who are under a full-time contract, but who are assigned special duties in addition to those covered in the employee's full-time contract. Such instructional duties as summer school, evening classes, and overload not included in the full-time contract will be covered by supplemental contracts, as well as extra-curricular duties as defined in paragraph IV.B.8.v.iv. below. It is agreed that supplemental contracts are not subject to due process provisions of the state statutes, and are not subject to the continuing contract law, there being no expectation of continued employment in the duties covered by said contract beyond the term of the contract itself.

3. **Coaching Contracts** - It is understood that head coaches, assistant coaches, and other full-time employees whose primary duties involve coaching are hired as coaches and hold their appointments only so long as they perform the duties of a coach. When they resign or are terminated as a coach, their professional relationship with the college ceases. Rehiring and reappointment of the individual coach to the faculty is at the option of the Board.

B. **GENERAL PERSONNEL POLICIES**

1. Contracts will be issued to all full-time professional personnel as soon as possible after annual negotiations have been completed. A signed contract must be returned to the administrative offices within thirty (30) days of the date of issue.

2. **Employment and Compensation**:

a. **Nine-month Contract** - The employment contract shall consist of 177 working days.

b. **Ten-month Contract** - The employment contract shall consist of 197 working days.

c. **Eleven-month contract** - The employment contract shall consist of 217 working days.

d. Full-time professional employees employed by the college after July 1, 1986, will only be issued a 177 day contract. Duties assigned in addition to the 177 day contract will be covered under a supplemental contract.

e. **Base and Extended Contracts:**

i. Salaries of all full-time professional employees under full-time contracts shall be based on 177 working days (a nine month contract).

ii. Professional employees who are under extended full-time contracts of ten months or eleven months will receive 1/177th of their base nine-month contract for each day worked over 177 working days.

iii. If professional employees are required to work more than the number of days specified in their contracts, they will receive 1/177th of their base nine-month contract for each extra day worked.

iv. Payment for the base full-time contract (nine-month contract) shall be in accordance with the salary schedule index.

f. **Supplemental Contracts:**

i. **Overload Class** - A professional employee who teaches an overload class under a supplemental contract shall receive the sum of $350 per credit hour. The class designated as the "overload class" will be the class assigned to the full-time professional employee that is in addition to his/her regular scheduled full-time workload. The overload assignment must be mutually agreed upon by the chief academic officer and the full-time professional employee.

ii. **Summer School Session** - A professional employee who teaches summer school under a supplemental contract shall receive the sum of $420 per credit hour.

iii. **Proration of Payment** -Payment of all overload and summer classes shall be prorated based upon eight (8) students comprising a full class.

iv. **Extra-Curricular Duties** -Any reimbursement for extra-curricular duties as defined in paragraph IV.B.8.b.iv., will be arranged with the individual instructor, the immediate supervisor, and the chief academic officer, subject to the approval of the president and the Board.

v. **External Studies** - Payment for external studies will be made at the rate of $35 per credit hour per student enrolled, to a maximum of ten (10) students per course per semester. One-third (1/3) will be paid on the first pay date following registration and the remaining two-thirds (2/3) will be paid on the regular pay date following the student's completion of the course.

vi. **Independent Studies** -Payment for independent studies shall be made at the rate of $35 per credit hour per student to a maximum of ten (10) students per course per semester. The instructor will be paid on the regular pay date following the student's completion of the course. The independent studies assignment must be mutually agreed upon by the chief academic officer and the professional employee.

3. All professional employees shall be directly responsible to their assigned administrative supervisor.

4. The college will pay for all approved college-related travel expenses; and when travel by personal automobile is authorized, mileage will be paid at the current Internal Revenue Service rate.

5. For retirement purposes all full-time professional employees are covered by the provisions of the Kansas Public Employees Retirement System (KPERS). Under these provisions normal retirement is at the close of the fiscal year in which the 65th birthday occurs. All professional employees will be considered as retired at the close of

the academic year in which the 70th birthday is reached. An exception may be made for professional employees who are recommended for continuance by the appropriate dean or supervisor, chief academic officer, and president, and the final approval of the Board. Such continuance is subject to annual review by the above named officials and the Board.

6. All personnel new to the college are required to have a physical examination before employment. The proper forms as approved by the Kansas State Board of Health are to be used. Thereafter, as with other employee personnel, additional certification of health shall be required at least once every three years.

7. **Evaluation Procedures:**

A faculty/staff committee will be established to study the evaluation process at Dodge City Community College. The purpose of this study will be to recommend a comprehensive evaluation procedure including faculty, administration, classified, and instructional program evaluations. The committee will be broadly representative of constituent groups on campus and will be assigned by the president upon recommendations from the Faculty Association and Classified Staff Association. Existing Board Policy and the negotiated Board/Faculty agreement for 1988-90 school years shall continue in effect until the study is completed.

8. **Professional Workload:**

a. Specified workload definitions for each division shall be developed and written cooperatively by the chief academic officer, the assigned dean, and all instructors in the division. To facilitate this procedure and to promote a mutual interest in the quality of instruction, each division shall be kept as homogeneous as possible.

b. **Guidelines** - The following are guidelines for consideration in establishing specific workload definitions for each division. These guidelines may be modified or adjusted as required by circumstances existing:

i. **Full-time workload** - The normal instructor workload for an instructor under a full-time instructional contract shall consist of 14 to 16 credit hours per semester, or 19 to 21 contact hours per week, with a maximum of 30 credit hours or 40 contact hours per year. Instructors teaching different course levels during the same hour (ie. Typewriting I, II, III, etc.) will only be reimbursed for one class according to the above schedule.

In the cases of certain programs which require large amounts of contract hours in shops or individual instruction, the faculty workload should be mutually agreed on by the appropriate administrator and the instructor at the time of the initial contract. Such agreement will be stated on the initial contract. Subsequent contracts may be modified under the provision of K.S.A. 71-5413.

ii(a) **Overload** - Classes comprising an overload may be taught on or off campus, day or night classes. The overload class will be prorated on the basis of eight (8) students comprising a full class. The overload will be determined on the 20th day of classes of the spring semester. Written notification of apparent overloads for full-time instructional personnel will be issued within five (5) working days of the 20th day of the start of each semester. Instructors teaching different course levels during the same hour (ie. Typewriting I, II, III, etc.) will only be reimbursed for one (1) overload class according to the above schedule. Reasonable effort shall be made to staff overload classes with full-time instructional employees.

ii(b) **Payment of Overload Contracts** -Payment for fall semester overload will be made in one (1) payment at the regular December pay period. Spring semester overload payments may be either in three (3) equal payments (March, April, and May) or in one (1) payment at the regular May pay period at the option of the full-time instructional employee.

iii. **Maximum Overload** - Each instructor will be limited to a maximum of six (6) credit hours of teaching per semester in excess of the regular teaching assignment for the semester. This lid applies only to traditional classes: overload and outreach. This lid does not apply to the number of hours an instructor may

teach during a single session of summer school nor to the number of hours an instructor may teach in total during all summer sessions. The number of summer hours taught--in any one session or in total for all sessions--is subject to approval by the chief academic officer.

Any assignment of overload hours that brings the instructor's total teaching load to over seventeen (17) semester hours for a given semester can only be done with the consent of the instructor.

iv. **Extra-Curricular Duties** -Coaching assignments to an employee under a full-time instructional contract shall be considered an extra-curricular duty. In addition, any other school related activity defined by the administration as an extra-curricular duty will be performed by assigned employees under a supplemental contract.

v. **Assignments other than Teaching** - Full-time professional employees who do not instruct classes or who instruct on a combined assignment will assume duties and responsibilities as assigned by the appropriate administrative supervisor and/or chief academic officer. These duties and responsibilities shall be stated in the individual's contract.

vi. **Professional Involvement and Committee Assignments** -Professional employees shall assist with final enrollment for fall and spring semester, student registration, academic counseling, advising, and student recruitment. Participation in college committees is also considered a regular part of the professional employee's duties.

vii. **Office Hours** - Each faculty member shall post reasonable office hours during the regular working day between 8:00 a.m. and 5:00 p.m. The office hours must be approved by the appropriate administrative supervisor.

9. **Paid Tuition Benefit:**

All full-time professional employees, their spouses, or dependent children who enroll in credit courses offered by the college are eligible to receive the tuition benefit.

V. PROFESSIONAL DEVELOPMENT FUND

For the fiscal school year 1990-91, the sum of $600 shall be available to each full-time professional employee, which amount may be allowed to accumulate on a two year basis with the total amount or any portion thereof to be used by the employee for any of the purposes listed below, providing, however, that in all cases such activities must be related to the employee's professional growth. The balance in tne professional development fund shall not exceed a total of $1,200.00. Accumulation shall begin with the 1990-91 fiscal school year. Professional development funds may be used for the following:

A. Payment of tuition for academic credit.

B. Payment for the costs of attendance at conferences, seminars, and workshops.

C. Travel, fees, and/or tuition and related costs associated with items A and B above.

NOTE: Travel costs for attending courses, conferences, seminars, and workshops in Dodge City are not included.

D. Subscriptions to educational periodicals. All requests for such expenditures shall be made in writing to the appropriate dean, with a copy to the business office and president. All such requests are subject to the approval of the president or his designee. The availability of professional development monies (ie advance payment or reimbursement or approval procedures) shall be in accordance with existing policy.

VI. INDEX SALARY SCHEDULE

A. DEFINITIONS

1. **Base** - The amount to be paid to a professional employee with a Master's Degree and no experience units (1-C on the schedule). The numerical value of the base is one (1); the dollar amount of the base will be determined by negotiations for each school year. The base for the 1990-91 school year shall be $17,200.00.

2. **Salary Indexing** - The process by which the salaries of all professional employees under full-time contracts are

established. The salary index in this document is in effect for the school year covered by this agreement. The salary is determined by multiplying the numerical index number times the base.

3. **Numerical Index Number** - The number expressed as a percentage of the base. The numerical index number is determined by the number of experience units, semester hours, and earned degrees.

   a. The number of experience units are reflected as vertical steps on the salary index.

   b. Earned academic degrees and semester hours are reflected as horizontal columns on the salary index.

4. **Academic Rank** - The academic rank is determined by the individual's index designation as follows:

Academic Rank	Index Designation
Instructor	.90 - 1.15
Assistant Professor	1.16 - 1.40
Associate Professor	1.41 - 1.65
Professor	1.66 - above

B. **SALARY SCHEDULE REGULATIONS:**

The numerical index for the 1990-91 school year is determined as follows:

1. **Vertical Movement** - All professional employees who are under a full-time contract and who have a numerical designation will not advance vertically from their 1989-90 numerical designation.

   a. **Maximum Vertical Placement** - A professional employee may not advance beyond the vertical step shown below and on the Index Salary Schedule attached to this agreement.

   b. **Maximum step for each column**

Education	Experience Steps	Index
Bachelor's	10	A
Bachelor's + 15	15	B
Master's	20	C
Master's + 15	25	D
Master's + 30	25	E
Master's + 45	25	F
Master's + 60	25	G
Doctorate	25	H

After a professional employee has attained the maximum step on the appropriate column he/she shall only receive the negotiated increase in base salary until that professional employee qualifies to move to the next column.

For the purpose of this negotiated Agreement, all full-time professional employees employed before the 1985-86 fiscal year will be allowed a two-year grace period with regard to this restriction.

c. **Vertical Movement Related to Professional Growth** -In order to advance vertically he/she shall earn a minimum of three (3) credit hours or attend at least forty-five (45) contact hours of conferences, workshops, or seminars, or a combination of credit or contact hours, related to his/her teaching specialty in each three year period while an employee at Dodge City Community College. For the purpose of this section of the agreement one (1) credit hour shall equal fifteen (15) contact hours.

2. **Horizontal Movement** - All present full-time professional employees are placed on the appropriate horizontal column on the salary index schedule according to the degrees and graduate hours earned.

The professional employee is entitled to advance on the horizontal columns upon submission of evidence of the earning of additional degrees, qualifying undergraduate, graduate credits, or clock hours received from workshops and conferences with advanced approval of the chief academic officer. Full-time professional employees who attend workshops or conferences during the 1989-90 school year may use those hours for horizontal movement. For contract purposes, all evidence of advanced academic credit or clock hours accumulated must be submitted to the designated personnel officer by September 1 of the current school year.

Method of Determining Horizontal Movement on the Salary Index -Horizontal movement may be attained by completion of fifteen (15) hours of academic credit or a minimum of five (5) hours of academic credit and 150 clock hours of participation in approved workshops and conferences. All credit either academic or workshop under this section must have prior approval by the chief academic officer. Equivalent credit for the annual Kansas Association of Community Colleges workshop will only be applied if the professional employee is presenting a paper at the annual KACC meeting.

These workshops/seminars must be financed with personal funds or funds allocated for professional development for that professional employee.

DEFINITIONS

a. **Additional Degrees** - An advanced degree earned at an institution recognized by an accreditation agency listed in The Education Directory of Colleges and Universities published by the national Center for Educational Statistics.

b. **Qualifying Graduate Credit** -Graduate hours related to the subject being taught by the instructor or in an area requested and formally approved by the college administration. The graduate hours must have been earned at an institution recognized by an accreditation agency listed in The Education Directory of Colleges and Universities published by tne National Center for Educational Statistics.

c. If the full-time professional employee has attained a Master's Degree, under special circumstances, undergraduate college credit may be considered for horizontal credit if approved by the appropriate dean, the chief academic officer, and the college President.

d. **Professional Employees with less than a Master's Degree** but who have a Bacnelor's Degree must develop a professional program leading toward a graduate degree. The program must be completed within seven (7) years of the acceptance of this agreement or theemployee's initial contract date or the professional employee will not receive the negotiated base increase.

e. **Professional Employees with less than a Bachelor's Degree** must develop a professional program leading toward a Bachelor's Degree. The program must be completed within seven (7) years of the acceptance of this agreement or the employee's initial contract date or the professional employee will not receive the negotiated base increase.

f. **Initial Placement on the Index Salary Schedule** -New professional employees will be placed on the Index Salary Schedule according to tneir numerical index,

as determined by the following guidelines; provided, however, that the Board in its sole discretion may deviate up to six (6) experience steps above or below the placement indicated by the following guidelines:

i. One year of teaching at Dodge City Community College or other colleges shall equal one experience step.

ii. Two years work experience related to the subject being taught shall equal one experience step.

iii. Two years instruction at non-collegiate schools shall equal one experience step.

iv. For the purposes of initial placement, degrees must have been earned at an institution recognized by an accreditation agency listed in The Education Directory of Colleges and Universities published by the National Center for Educational Statistics.

g. A copy of the Negotiated Agreement shall be provided to all professional employees.

C. **PROBATION**

If a professional employee is not performing satisfactorily, he/she will meet with the chief academic officer and his/her appropriate dean before the last day of the first semester. Written notification of improvements to be made will be signed by all three to certify that the document has been received. A copy will be retained by each, and a copy will be forwarded to the president immediately.

On or before April 10, a mandatory re-evaluation will be presented in writing, in the same way as outlined above. The instructor will be given satisfactory or probationary status at that time.

If the professional employee is placed on probation, he/she will not be entitled to an advancement in experience units (vertical steps on the schedule) until such time as the probationary status is lifted, at which time said professional employee will be entitled to move to the next experience unit on the schedule.

At the conclusion of the year or probation, the decision of his/her status will be reviewed.

D. **REVIEW OF THE SALARY INDEX**

The parties agree to begin discussions during the 1990 fall semester to consider modifications and/or alternatives to the current salary index schedule. Said discussions shall be preliminary to negotiations for the 1991-92 contract year. The discussions shall involve designees from the Association and the Board.

VII. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance - A complaint by a professional employee, group of professional employees, or the Association, based on an alleged violation, misinterpretation, or misapplication by the college of a negotiated contract or this agreement, a Board policy, administrative regulation, or practice affecting conditions of employment.

2. Aggrieved Person - The person, persons, or the Association making the complaint.

3. Party in Interest - The person, persons, or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance. The Professional Relations Committee shall represent the Association in all grievance matters.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting professional employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Level One:

Witnin 20 calendar days from the date of awareness of a problem, the aggrieved person may first discuss the problem with his appropriate dean. During this discussion the aggrieved person, either directly or through the Association, shall seek to resolve the matter informally.

2. Level Two:

   a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after discussion of the grievance, he/she may file the grievance in writing within ten (10) school days of the Level One response simultaneously with the Association and the president on the form provided.

   b. Within ten (10) school days after receipt of the written grievance by the president, the president or designee will meet with the aggrieved person and the Association, in an effort to resolve the grievance. This effort shall include the presentation of written statements of fact which shall be submitted by each of the parties of interest. The president shall submit his/her decision in writing to the aggrieved person and the Association within ten (10) school days after the meeting.

3. Level Three:

   a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) school days of the Level Two response with the Association for transmittal to the Board.

   b. Within ten (10) school days after receipt of the written grievance by the Board, the Board will meet the aggrieved person and the Association in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the Association within ten (10) school days of the meeting.

D. **INSTRUCTIONS**

The purpose of the grievance procedure is to facilitate free, easy, and effective communication between professional employees and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance form and the filing of same as hereinafter detailed, will help

to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from the president and the Association and should be filed at Levels Two and Three of the grievance procedure.

1. Each portion of the Grievance Report Form should be fully completed in as much detail as possible. The statements of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved, and what occurred.

   Detailed information of the facts involved, the relevant contract provisions, and the manner in which those facts related to the contract provisions are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

2. Under Section B of the Grievance Report Form those relevant contract revisions which the aggrieved person contends have been violated, misinterpreted, or misapplied should be specified.

3. Under Section C the aggrieved person should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract has occurred.

4. Under Section D the aggrieved person should specify the relief which he or she desires as a result of the grievance.

VIII. LEAVE AND OTHER BENEFITS

A. SICK LEAVE

1. There shall be on file in the business office, a cumulative absentee record for each professional employee. As soon as possible after the close of the first semester and when checking out after the close of the second semester, each professional employee is to verify the record at the business office.

2. All professional employees will be entitled to sixty (60) school days of sick leave * annually each year that their employment is in force, except new employees will have only ten (10) school days of sick leave for the first

*(Including illness or disability resulting from pregnancy).

six months of their employment during the first year. After six (6) months waiting period, they will be entitled to full benefits. The annual sixty (60) school days of sick leave is not cumulative. After five (5) school days of sick leave per single illness, the Board reserves the right to require the employee to furnish a physician's statement documenting the illness or condition which requires the sick leave.

3. In the case of illness or injury within the immediate family which requires an employee's absence, a maximum of five (5) days per year with full pay may be granted. The immediate family shall be understood to only include spouse, parents, or dependent children. The granting of this leave is subject to the prior approval of the employee's immediate supervisor.

   In the event of an extended illness in the professional employee's immediate family, personal leave may be used. If this is inadequate time, leave for a maximum of one (1) year may be granted by the Board of Trustees.

B. **FUNERAL LEAVE**

Funeral leave of up to five (5) working days will be granted to an employee to attend the funeral of a husband or wife, brother, sister, son, daughter, father or mother of the employee, father-in-law or mother-in-law of the professional employee.

C. **PERSONAL/PROFESSIONAL LEAVE**

Each full-time professional employee is allowed a total of seven (7) days of personal/professional leave, subject to prior approval by the appropriate dean.

NOTE: This leave is <u>not</u> an entitlement, but is for emergency purposes only, not a form of paid vacation.

D. **INSTITUTIONAL LEAVE**

Leave with pay will be granted to any professional employee for any absence resulting from the employee being assigned the responsibility for a student activity or being selected by the administration to represent the college at an activity or a meeting.

E. **LEAVE OF ABSENCE**

Any regularly employed full-time professional employee may apply for a leave of absence without pay. The leave may entail up to, but not more than, one (1) year. During this leave period, such employee will maintain placement on the salary index, but shall receive no pay, and will be considered a regularly employed

employee of the college. The purpose of such leave may include professional development through additional education, training, or experience, or for personal reasons. The application for leave shall fully disclose both the purpose and content of such leave. The employee, at his/her option, may continue under the current insurance benefit plan in force by paying the cost of such benefits personally, as they will not otherwise be provided since they are normally part of the overall compensation plan, or if such benefits will be paid by the college, a one-year contract obligation will be incurred by the employee with signature of a promissory note to pay back such benefit costs in case of failure to return as agreed. Upon return from such leave the employee shall be entitled to and subject to all changes in terms and conditions of employment which have occurred during the leave period. Any such leave shall be subject to approval by the president and Board of Trustees.

F. **DISABILITY INSURANCE**

1. All professional employees of the college are covered by a disability insurance policy, paid by the Board, which provides income protection.

2. The policy goes into effect after the sick leave of sixty (60) school days has been used, except that new professional employees must wait six (6) months for this coverage.

3. All employees receive a copy of the policy and a brochure explaining the coverage. A copy of the policy is on file in the business office.

G. **HEALTH COVERAGE**

For the 1990-1991 contract year, the college will provide to each full-time professional employee, single or family (as applicable in each case), comprehensive health coverage (including hospitalization) with comparable specifications to the coverage afforded by Kansas Blue Cross-Blue Shield.

The maximum contribution by the Board for the health insurance is $350.00 per family membership and $216.39 per single membership. Any additional charge shall be borne by the professional employee.

Health insurance coverage will be provided by the college and/or a company or companies selected by the Board and shall provide for at least major medical, dental coverage and pregnancy coverage.

Copies of the health insurance coverage plan will be provided to all professional employees at the beginning of the contract year and copies of any changes therein, if any, during the course of the contract year.

On the 91st day of total disability, the college's responsibility to provide health coverage shall cease; however, the disabled employee may continue membership in the college's health insurance group at his/her own expense.

H. **ACCIDENT INSURANCE**

1. All professional employees of the college are covered by an accident insurance policy.

2. Professional employees are in category Class II under the terms of this policy.

3. A copy of the master policy is on file in the business office.

I. **PROFESSIONAL INSURANCE**

1. All professional employees of the college are covered by a professional insurance policy.

2. A copy of the master policy is on file in the business office.

J. **KANSAS STATE WORKMAN'S COMPENSATION**

1. The Board operates under the provisions of the Kansas Workman's Compensation Act, as set forth in the appropriate statutes.

2. Absence from work due to a job related injury or illness may entitle an employee to medical or disability income benefits under the State Workman's Compensation Act. If worker's compensation benefits are awarded, they are coordinated with (not paid in addition to) other college benefits.

K. **POLICIES AND PROCEDURES RELATED TO THE PURCHASE OF TAX SHELTERED ANNUITY CONTRACTS**

1. The professional employee must file an application for the purchase of the annuity on the regular form of the insurance company with the business office.

2. The professional employee, not the Board, has the responsibility to initiate a change or termination of the purchase of tax sheltered annuities in accordance with established Board Policies.

3. The Board will accept reciprocal contracts of other school districts for the purpose of such annuity purchases if the insurance company is licensed to conduct business in Kansas.

L. **RETIREMENT (KPERS) PROGRAM**

1. All professional employees are covered under the Kansas statutes relating to the Kansas Public Employees Retirement System (KPERS).

2. Annual reports of the KPERS are sent to the professional employee by the system.

3. All professional employees have the option to purchase, through payroll deduction, life insurance through the KPERS System. Enrollment in the program must be under guidelines established by KPERS. It is the responsibility of the employee to initiate, change or terminate the employees coverage.

M. **INTERNAL REVENUE SERVICE - SECTION 125 PLAN**

1. The Board has implemented a Section 125 Plan for the benefit of all college employees. The Section 125 Plan, also known as the cafeteria plan, is subject to various rules and regulations implemented by the Internal Revenue Service.

2. A copy of the Section 125 Plan shall be available to the professional employee in the business office.

N. **PROFESSIONAL GROWTH CONTRACTS**

1. Any full-time professional staff member who has completed seven years of service at Dodge City Community College may, upon approval of his/her appropriate dean, the chief academic officer, and the president, petition the Board for a professional growth contract. Such a contract may be for the entire year or either semester.

2. A professional growth contract may be granted for an approved program for professional growth and may include formal education, work experience or travel.

3. The application for a professional growth contract must be filed with the appropriate dean. If this plan includes formal education, such credit shall be graduate credit from an institution accredited for the granting of graduate degrees. If any part of the growth plan involves work experience or travel, an approved work schedule or itinerary of travel must be included.

4. A staff member under a professional growth contract shall receive one-half (1/2) his/her annual salary during the duration of the contract period. In addition, he/she shall be considered a regular member of the professional

staff, retaining all fringe benefits and privileges accorded to staff members.

5. The applicant for the professional growth contract shall sign a promissory note in the amount of the salary and fringe benefits to be paid him during the leave period, agreeing to return to his original position for two years under a regular contract. Upon failure to honor this agreement or ensuing contract, the recipient of a professional growth contract shall reimburse the college an amount equal to the amount paid him in the note.

6. In the event the faculty member cannot honor this agreement because of physical or mental illness, death, or such physical incapacitation that would prevent his/her return to regular employment, liability for the note shall be waived by the Board.

7. No more than two full-time professional staff may be under a professional growth contract at any one time.

8. Application for the professional growth contract must be submitted to the Board at least three (3) months prior to the effective date.

IX. PROCEDURES FOR TERMINATION

A. PROCEDURE FOR TERMINATION OF NON-TENURED PROFESSIONAL EMPLOYEES

PURPOSE: This procedure applies only to professional employees not covered by statutory due process procedures. Further, this procedure applies only to termination of contract before the expiration of the term of the contract, and not to non-renewal of contracts.

NOTICE OF TERMINATION: In all cases of termination to which this procedure applies, written notice of the proposed termination shall be served upon the professional employee to be terminated by the president, or his designated representative, which notice shall:

1. State as specifically as possible, the reasons for the proposed termination.

2. Advise the professional employee of his/her rights under this procedure.

3. State whether the proposed termination involves immediate suspension from the classroom or position, and the date when termination shall become effective.

PERSONAL CONFERENCE: Within five (5) school days following receipt of a notice of proposed termination as above provided, the professional employee shall, if he/she desires to proceed under this procedure, request a personal conference with the president, or his designated representative, such conference to be held no later than five (5) school days following receipt of such request by the president.

ELECTION TO PROCEED UNDER AGREEMENT AND REQUEST FOR HEARING: Within five (5) school days following such personal conference, the professional employee, if he/she desires to follow the procedures established by this agreement, shall serve a written notice upon the president, or his designated representative, stating that it is the desire of the professional employee to proceed under this agreement, and further requesting a hearing before the Board.

HEARING BEFORE THE BOARD OF TRUSTEES: Upon receipt by the president of the written request fore hearing, the Board of Trustees shall conduct a hearing at which at least a quorum shall be present to review the proposed termination of the professional employee.

1. Time of Hearing - Said hearing shall be conducted no sooner than ten (10) calendar days nor more than thirty (30) calendar days from the receipt of the request for the hearing, unless, otherwise mutually agreed.

2. Open Meeting - The hearing shall be conducted at an open meeting of the Board unless the employee requests otherwise, in which case he shall be entitled to a meeting closed to the public.

3. Right to Counsel - The professional employee and the Board shall both have the right to be represented by legal counsel or other representatives at the meeting.

4. Witnesses and evidence - The professional employee and the Board shall have the right to present and question witnesses, and either party may introduce the past and/or current evaluations and other documentary evidence at the hearing.

DECISION BY THE BOARD: The Board shall make a decision upon the proposed termination within forty-eight (48) hours following the hearing. The decision shall be based upon the evidence produced at the hearing and the action of the Board shall be by written ballot with a majority prevailing.

REMEDIES: The Board, in reaching a decision upon the proposed termination, may employ any of the following remedies:

1. Termination of the professional employee in accordance with the notice of proposed termination.

2. Continuation of the employment for a given period of time and/or upon terms and conditions which the Board feels appropriate under the circumstances.

3. Continuation of employment without conditions.

IMMEDIATE SUSPENSION UPON WRITTEN TERMINATION: If, in the opinion of the president or his designated representative, the circumstances surrounding the proposed termination of any professional employee requires the immediate suspension of that employee, the notice of the proposed termination shall so state and the employee shall be, upon receipt of such notice, immediately removed from the classroom or other position of employment until such time as the Board, by its action, might reinstate the employee.

If, in the opinion of the president or his designated representative, the circumstances surrounding a proposed termination of any professional employee are not such as to require immediate suspension as provided above, then the employee shall remain on the job until the effective date of the termination as set forth in the notice of proposed termination.

WAIVER OF PROCEDURE: Should the professional employee fail to proceed with any of the steps set forth herein within the time limits allowed, such failure shall be deemed a waiver of this procedure, and the termination shall become effective on the date stated in the notice.

VOLUNTARY TERMINATION OR WITHDRAWAL OF TERMINATION: At any time during the procedure as outlined above, the professional employee may tender his/her voluntary resignation to the president, which shall terminate any further proceedings under this provision. At any time during the proceedings as outlined above, the president may withdraw the notice of proposed termination by giving written notice to the professional employee involved, which notice shall terminate any further proceedings under this provision. Upon notice of withdrawal of the proposed termination, the professional employee involved shall be reinstated to all rights and privileges of his/her position of employment as if no notice of proposed termination had been served.

Nothing contained herein, however, shall prohibit the president from appropriate disciplinary action in the form of probation in the cases where the circumstances so require.

LIMITATION OF APPLICATION: This procedure for termination of employment shall not apply to termination resulting from the following circumstances:

1. Change in the educational offerings of the college;
2. Structural reorganizations;
3. Substantial decline in enrollment;
4. Professional employees 70 years of age and over;
5. Financial inability to meet salaries;
6. Other reasons beyond the control of the Board of Trustees.

B. **TERMINATIONS RESULTING FROM REDUCTION IN WORK FORCE**

The employment of any professional employee may be terminated when the Board of Trustees, in its sole discretion, determines that because of:

1. Any significant decline in the Board's financial reserves which is brought about by decline in enrollment or by other action or events that compels a reduction in the college's current operating budget, or
2. A program change has been or should be made involving the elimination, curtailment, or reorganization of a curriculum offerings, program, or college operation;

the Board's contractual obligation to one or more of its current professional employees cannot be continued.

In the event of such a determination, the Board of Trustees shall make every effort to avoid a reduction of staff by reassignment of professional employees, elimination of part-time position, and/or normal attrition. If, however, despite such efforts it is still necessary, in the sole discretion of the Board, to reduce staff, the president shall prepare and present to the Board his/her proposal for staff reduction including the division or area and the specific professional employee(s) to be terminated within such division or area.

In designating the specific professional employee(s) within a specific division or area, the following criteria will be implemented:

The professional employee(s) in such teaching area who has least seniority (ie. continuous service as a regular professional employee

since his last date of hire at the college) shall be selected for termination or non-renewal. If two or more professional employees have the same seniority, the one with the highest number of semester credit hours in the professional area in question will be released last.

The Board, after giving consideration to the president's recommendations, shall make its determination and shall notify the affected teacher(s) in writing and in accordance with state law where so required; provided, however, that any teacher's contract being terminated under this procedure shall continue in full force and effect for not less than thirty (30) days after receipt by the teacher of the Board's notification of the termination of contract.

C. **RE-EMPLOYMENT RIGHTS OF TEACHERS TERMINATED AS A RESULT OF REDUCTION IN FORCE**

Any teacher who has been terminated as a result of the foregoing procedure shall no longer be considered an employee of the college and shall have no employee rights or benefits.

The college shall maintain for a period of two (2) years on a recall list the name or names of any teacher or teachers terminated in accordance with the foregoing procedure. It shall be the responsibility of the terminated teacher to advise the office of the chief academic officer of the teacher's current address and any changes in teaching qualifications.

If a vacancy occurs within the college during the period while any teacher(s) remains on the recall list, whose present experience and competencies qualifies the teacher(s) for such vacancy, the president shall notify such teacher(s) of the vacancy by mailing notice thereof to the last address which the teacher has furnished to the college office. The teacher(s) so notified and desiring to do so shall submit an application for the position within ten (10) days of the date said notice is mailed. If only one teacher applies for the vacancy, the position shall be offered to that teacher, assuming that said teacher is properly qualified for the position. If more than one teacher from the recall list applies for the position, the president shall then make a recommendation to the Board from the recall applications received. Any teacher applying but not selected for the position shall retain recall rights during the remainder of the teacher's original recall period.

If any teacher named on the list waives recall rights in writing, fails to accept a recall to a position for which the teacher has been selected, or fails to report to duty in the accepted position, the name of such teacher shall be removed from the recall list and such teacher shall have no further re-employment rights.

Any teacher who is recalled under the foregoing provisions shall regain all employment benefits to which he/she was entitled at the time of termination. However, no benefits may be accrued during the

period of unemployment and the teacher shall be subject to all changes in employment conditions which have been made in the interim.

Salary Index Schedule Dodge City Community Co 1990-1991

Base Salary 17200

	Bachelors		Bachelors Plus 15		Masters		Masters Plus 15		Masters Plus 30		Masters Plus 45		Masters Plus 60		Doctorate	
	Class A		Class B		Class C		Class D		Class E		Class F		Class G		Class H	
1	0.9	15480	0.95	16340	1	17200	1.05	18060	1.1	18920	1.15	19780	1.2	20640	1.25	21500
2	0.95	16340	1	17200	1.05	18060	1.1	18920	1.15	19780	1.2	20640	1.25	21500	1.3	22360
3	1	17200	1.05	18060	1.1	18920	1.15	19780	1.2	20640	1.25	21500	1.3	22360	1.35	23220
4	1.05	18060	1.1	18920	1.15	19780	1.2	20640	1.25	21500	1.3	22360	1.35	23220	1.4	24080
5	1.1	18920	1.15	19780	1.2	20640	1.25	21500	1.3	22360	1.35	23220	1.4	24080	1.45	24940
6	1.15	19780	1.2	20640	1.25	21500	1.3	22360	1.35	23220	1.4	24080	1.45	24940	1.5	25800
7	1.2	20640	1.25	21500	1.3	22360	1.35	23220	1.4	24080	1.45	24940	1.5	25800	1.55	26660
8	1.25	21500	1.3	22360	1.35	23220	1.4	24080	1.45	24940	1.5	25800	1.55	26660	1.6	27520
9	1.3	22360	1.35	23220	1.4	24080	1.45	24940	1.5	25800	1.55	26660	1.6	27520	1.65	28380
10	1.35	23220	1.4	24080	1.45	24940	1.5	25800	1.55	26660	1.6	27520	1.65	28380	1.7	29240
11			1.45	24940	1.5	25800	1.55	26660	1.6	27520	1.65	28380	1.7	29240	1.75	30100
12			1.5	25800	1.55	26660	1.6	27520	1.65	28380	1.7	29240	1.75	30100	1.8	30960
13			1.55	26660	1.6	27520	1.65	28380	1.7	29240	1.75	30100	1.8	30960	1.85	31820
14			1.6	27520	1.65	28380	1.7	29240	1.75	30100	1.8	30960	1.85	31820	1.9	32680
15			1.65	28380	1.7	29240	1.75	30100	1.8	30960	1.85	31820	1.9	32680	1.95	33540
16					1.75	30100	1.8	30960	1.85	31820	1.9	32680	1.95	33540	2	34400
17					1.8	30960	1.85	31820	1.9	32680	1.95	33540	2	34400	2.05	35260
18					1.85	31820	1.9	32680	1.95	33540	2	34400	2.05	35260	2.1	36120
19					1.9	32680	1.95	33540	2	34400	2.05	35260	2.1	36120	2.15	36980
20					1.95	33540	2	34400	2.05	35260	2.1	36120	2.15	36980	2.2	37840
21							2.05	35260	2.1	36120	2.15	36980	2.2	37840	2.25	38700
22							2.1	36120	2.15	36980	2.2	37840	2.25	38700	2.3	39560
23							2.15	36980	2.2	37840	2.25	38700	2.3	39560	2.35	40420
24							2.2	37840	2.25	38700	2.3	39560	2.35	40420	2.4	41280
25							2.25	38700	2.3	39560	2.35	40420	2.4	41280	2.45	42140

Appendix 1

FACULTY CONTRACT DAYS

Fall Semester 1990				Spring Semester 1991			
August	16-18	3		January	3-4	2	
	20-24	5			7-11	5	
	27-31	5	= 13 days		14-18	5	
					21-25	5	
					28-31	4	= 21 days
Sept.	4-7	4		February	1	1	
	10-14	5			4-8	5	
	17-21	5			11-15	5	
	24-28	5	= 19 days		18-22	5	
					25-28	4	= 20 days
Oct.	1-5	5		March	1	1	
	8-12	5			4-8	5	
	15-19	5			18-22	5	
	22-24	3			25-28	4	= 15 days
	29-31	3	= 22 days				
NOTE: Family Day - (Saturday)			= 1 day	April	1-5	5	
					8-12	5	
NOTE: KACC on October 25 and 26 are not contract days					15-19	5	
					22-26	5	
					29-30	2	= 22 days
Nov.	1-2	2		May	1-3	3	
	5-9	5			5-10	6	= 9 days
	12-16	5					
	19-21	3					
	26-30	5	= 20 days	NOTE: Commencement on Sunday May 5 (Tentative)			
Dec.	3-7	5					
	10-14	5					
	17-21	5	= 15 days				
Total Contract Days Fall Semester			= 89 days	Total Contract Days Spring Semester			= 87 days

TOTAL CONTRACT DAYS - ACADMIC YEAR - 176 DAYS

This agreement shall be effective as of July 1, 1990, and shall continue in effect through June 30, 1991, subject to a reopening as follows:

> In the event either party wishes to amend this Agreement, notice may be given by February 1, 1991. By mutual consent the parties to this Agreement may discuss and negotiate items which arise during the life of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable to the parties.

The following document contains the additions and corrections as agreed upon by the Hutchinson Community College Board of Trustees and the Hutchinson National Faculty Association to become effective July 1, 1990.

ASSOCIATION	BOARD OF TRUSTEES
President of Association	Chairman of Board of Trustees
	President
	Clerk of the Board

Date approved: June 26, 1990

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Article I

Recognition

A. The Board of Trustees hereby recognizes the Hutchinson National Faculty Association as the exclusive negotiating representative as defined in KSA 72-5413 through 72-5425, for all full-time and part-time professional personnel presently employed by the board, including faculty, counselors, librarians and department chairpersons. This shall exclude the president, all deans, and administrative personnel. The terms, faculty and/or faculty member(s), as herein used shall apply to all academic ranks and shall refer to all professional employees represented by the Association. Nothing herein contained shall prohibit the negotiation, through the recognized bargaining unit--i.e., the Hutchinson National Faculty Association--of separate contracts with professional employees at the Hutchinson Correctional Facility and with those employed to teach or counsel in programs funded by federal or state grants.

B. The board agrees not to negotiate with any full-time or part-time faculty member individually or with any faculty organization other than the association for the duration of the agreement.

Article II

Association and Faculty Members' Rights

A. Pursuant to KSA 72-5413 through 72-5425 of the state of Kansas, the board hereby agrees that every professional employee of the board shall have the right freely to organize, join and support the association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the state of Kansas, the board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass any faculty member in the enjoyment of any right conferred by the Act nor shall the association exhibit similar tactics in obtaining their membership; that it will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the association, his/her participation in any activities of the association or collective professional negotiations with the board, or his/her institution of any grievance, complaint or proceeding under this agreement.

B. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the General School Laws of the State of Kansas or other applicable laws and regulations. The rights granted to faculty members hereunder shall be deemed to be in addition to those provided elsewhere.

C. The association and its representatives shall have the right to use the college facilities for meetings. No charge shall be made for the association's use of college facilities.

D. Duly authorized representatives of the association shall be permitted to transact official association business on college property at all reasonable times.

E. For educational and professional purposes the association shall have the right to use college facilities and equipment, when such facilities and equipment are not otherwise in use and shall pay for the supply cost.

F. The association shall have the right to post notices of its activities and matters of association concern on faculty bulletin boards and insert such notice in the college bulletin. The association may use the college mail service and faculty mail boxes for communications to faculty members, including faculty-wide distribution. It is understood that the college shall not provide postage for any such communication.

G. The board agrees to furnish to the association, upon request, all available information concerning the professional staffing and financial resources of the college, including but not limited to: annual financial reports and audits, register of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of all board meetings including all attachments thereto, treasurer's reports, names and addresses and position on salary schedule of all professional personnel in the bargaining unit, and such other information as will assist the association in developing intelligent, accurate, informed and constructive proposals on behalf of the faculty.

H. The association should have representation on all major committees.

I. No faculty position shall be reclassified to be outside the existing salary schedule without the approval of the association, except that salaries for sabbatical replacements shall be subject to mutual approval of the employee and the board and except as otherwise provided in this agreement.

J. All policies and procedures adopted by the board and the association for membership, recruiting, selection, and treatment of all full-time or parttime professional personnel as covered by this contract shall meet regulations of affirmative action, civil rights, Title IX, P. L. 95-256 and section 504 of the Rehabilitation Act of 1973.

K. The provisions of the agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, handicap, age, sex or marital status (widowed, divorced, married, single). The same application shall be made in the case of faculty members who are married to each other and in the case of an applicant who is married to a professional employee.

L. Individual personnel files, including documents maintained by the college listed below, shall be open to the individual faculty member immediately upon request and to the association only upon written request of the faculty member. No reproduction of such files will be permitted without prior written consent of the faculty member.

- Application for employment and transcripts of academic record
- Medical records
- Copies of all evaluation reports and recommendations of Hutchinson Community College concerning the faculty member's professional competence
- Copies of all annual contracts and/or other contracts where applicable
- Record of accumulated sick and personal leave

M. An association representative may place items on the written agenda of a board meeting by submitting such items to the president prior to the preparation of the written agenda for the board meeting, and such representative may appear at any meeting.

N. This agreement shall supersede all previous board policies on those matters herein contained.

O. No faculty member shall attend faculty or association meetings during his or her instructional hours. (Subject to Article VI, Section D.)

Article III

Rights of the Board

The association recognizes that the board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Hutchinson Community College to the full extent authorized by law.

Article IV

Deductions for Professional Dues

A. Faculty members may at any time sign and deliver to the board an assignment authorizing deduction of general professional membership dues and assessments of the association. Such authorization shall continue in effect until formally revoked in writing by the faculty member and copies thereof delivered to the association and the board.

B. The deduction of membership dues may be made monthly from regular check payments for nine months, beginning in October and ending in June of each academic year, and the board agrees to cause to be remitted promptly all monies so deducted to the association, accompanied by a list of faculty for whom the deductions have been made.

Article V

Conditions of Employment

A. Basic Load

1. Full-time Faculty

a. Teaching Faculty:

(1) The load hour assignment for full-time faculty shall normally be 30 hours per year, but the load hour assignment in individual cases may range from 26 to 30 hours per year. The following shall be equivalents for load hour determination:

A. General Lecture 1.00

General Lecture is defined to be a formal presentation of material by the instructor, traditional classroom lecture, or lecture/ demonstration. The instructor must be continuously engaged and not simply passive or present for assistance if called upon. In no case shall the total number of load hours assigned to a course be less than the credit hour assignment for that course.

B. Laboratory/private lessons 75

Laboratory/private lessons is defined to be a setting in which students perform tasks as largely self-directed activity, and the instructor is present, monitors student activity, and provides individual instruction/assistance.

In courses in which no distinction is made to separate lecture and laboratory and where the instructor is continuously engaged and not simply passive or present for assistance if called upon and the instructor plans and supervises/directs student work, those hours in excess of the credit hour assignment for the course shall be considered laboratory hours for the purposes of equating load hours.

Once the maximum of 30 load hours is reached, no more hours may be added without the consent of the faculty member. If an overload for classes is assigned as per Article V,A,1,a,(5) below, extra pay will be paid as provided in Article X,E, for the load hours in excess of the normal 30 load hour assignment.

(2) Pay for individual projects and individual directed studies will not be considered part of the instructional load but will be compensated at the rate of $25.00 per student credit hour. The number of student credit hours involved must be approved by the appropriate dean.

(3) Full-time faculty class loads shall be first composed of day-time assignments, utilizing evening school to fulfill the normal 30 load hour assignment if there are not sufficient day-time assignments to do so. A full-time instructor shall not be required to take an evening assignment without his or her consent when a part-time or adjunct instructor is teaching the same or similar class in the day time.

(4) Class preparations should normally not exceed three preparations unless because of the size and nature of the department a larger number of preparations cannot be avoided.

(5) These guidelines may be exceeded by a consensus among the faculty member, the appropriate dean and/or the president, and the department chairperson.

(6) "Full-time" faculty shall mean those faculty members whose contracts are for a term which includes both semesters of the college year, any faculty member whose contract includes only one semester of the college year but who is on an approved leave during the other semester of such year and any faculty member on an approved leave during both semesters.

b. Librarians:

(1) Should work no more than forty (40) hours per week over five consecutive day periods.

(2) Should work no more than eight (8) consecutive hours in any one day.

c. Counselors:

(1) Should serve the same number of days as teaching faculty.

(2) Summer counseling will be compensated over and above the regular salary.

(3) Should work no more than forty (40) hours per week.

2. Part-time Day Faculty:

Part-time day personnel should not be employed in day classes where there are sufficient course demands to justify the employment of a full-time faculty member, except that the department chairperson, or his/her designee shall be consulted on such appointments on a one semester basis where appropriate full-time personnel are not available. Part-time faculty contracts shall be for one semester.

Part-time faculty members shall not be required to maintain office hours or advise students or attend college functions, except department and general faculty meetings.

3. Adjunct Faculty:

Part-time faculty members who have taught ten semesters at the college or who teach at least nine (9) load hours per semester may be given an adjunct faculty contract at the discretion of the dean, with the consent of the faculty member. Adjunct faculty contracts shall be for one semester.

Adjunct faculty shall spend their proportionate amount of time on campus and in participation in all other college responsibilities. Adjunct faculty shall maintain five office hours per week.

Student advisees shall be assigned to adjunct faculty on a ratio not to exceed two advisees per load hour taught. Sponsorship of college activities and attendance at college functions is voluntary except that adjunct faculty are expected to attend department and general faculty meetings. Other college responsibilities may be assigned by the president or his/her designee.

B. Class Size:

1. Every effort should be made to maintain a class size conducive to proper learning. The instructor and department chairperson shall make recommendations to the appropriate dean concerning class size for individual classes and the appropriate dean shall make the final determination regarding class size.

2. The number of students in any laboratory section should not exceed the number accommodated by fixed stations in the assigned room.

C. Course Schedule:

Each faculty member shall be given his/her teaching schedule for the fall term no later than July 1 and for the spring term no later than December 1. Schedules shall be subject to modification after these dates in the case that classes have insufficient enrollment to be taught (see class size guidelines in Article V, Section B, 1).

D. Office Hours:

1. Faculty members shall maintain at least five (5) posted hours per week for consultations with students. Such hours shall be in addition to his/her scheduled classes. A normal working week is considered to be forty hours.

   In those instances where a full-time faculty member teaches a night class as part of the regular thirty load hour load assignment, such faculty member may be absent from campus one-half day per week per night taught during that semester, and still be considered to have met the expectation of a forty hour normal work week. This provision, however, does not exempt such faculty member from general or departmental faculty meetings.

2. If no appointments are scheduled during a consultation period, the faculty member should use the time for professional responsibilities.

3. A faculty member shall not be excused to engage in remunerative activities during the school day except with consent of the president or his/her designee.

E. Student Advising:

Academic advisors shall be selected by department chairpersons and/or the director of guidance and counseling. Those faculty selected shall be assigned to do academic advising and shall receive credit of 1/2 hour per semester toward their load hour assignments. No advisor may be assigned more than 25 advisees without his/her consent. If more than 25 advisees are assigned, the faculty member shall receive credit of an additional 1/2 hour per semester toward his/her load assignment.

F. Sponsorship of Student Activities:

Sponsorship of all student clubs and organizations should be on a voluntary basis. All full-time faculty members are expected to assume some responsibility in the program of student activities.

G. Attendance at College Functions:

1. A professional attitude should be maintained by faculty toward all college sponsored functions and activities; however, faculty attendance at all college sponsored functions and activities shall be strictly voluntary.

2. Working at athletic events shall not be considered part of the regular faculty assignment. Any such assignment shall be voluntary and shall be compensated over and above the regular salary.

3. Faculty attending those functions for which academic attire is required shall have said attire, with exception of the hood, furnished by the college at no charge.

H. Academic Calendar:

The academic calendar shall be developed cooperatively by the president, the board, and the association. It will appear in its final form as an appendix to this agreement at the time of the agreement's ratification.

I. Board Provision for Assisting Instruction:

1. The board shall provide office space and equipment for each faculty member, including:

   a. Separate desk with lockable drawer space and file cabinet;
   b. Adequate space for coats and other personal articles;
   c. Telephone service in each office area operative at all hours during which classes are in session;
   d. Two or more chairs for visitors; and
   e. Typewriter as available

2. The board shall provide classroom space and supplies for each faculty member, including:

   a. Adequate chalkboard space in every classroom
   b. Free copies, exclusively for the faculty member's personal use, of all texts used in each course he/she is to teach
   c. Adequate storage space for instructional materials and supplies
   d. Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities
   e. Adequate conference space for advising and conferring with students as available

3. Secretarial Assistance:

   a. A full-time faculty secretary (35 hours per week) will be provided for every twenty full-time faculty.
   b. Student help will be provided when possible.
   c. The association may have the assistance of any secretary under the supervision of the dean of finance when it does not interfere with his/her job assignments.

J. Faculty Parking:

1. The board shall provide adequate, lighted, off-street, paved parking facilities, properly maintained for faculty use at no charge.

2. The board may require parking permits for each faculty member but shall furnish same at no cost to all faculty.

K. Safety:

1. Faculty shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

2. A registered nurse shall be on duty at posted times when the college is in operation.

L. Vacancies:

Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty prior to its publication elsewhere. Such notice shall include a complete job description, including salary range, duties, responsibilities and a statement of required qualifications. Exceptions on faculty circulation may be made for evening college faculty appointments so long as the position is posted on the bulletin board in the mail room prior to filling the vacancy and publication elsewhere.

1. A search committee shall be selected to recommend candidates for appointment to vacancies in the following administrative positions: president, vice president, dean, director. The association shall appoint two representatives to serve on any search committee that is selected.

2. Whenever a vacancy shall occur in any department, including all instructional departments, the chairperson of the department or his/her designee shall serve on the search committee for the purpose of reviewing applications and credentials, interviewing candidates and making recommendations to the appropriate dean and president. In no case shall anyone be appointed to fill such a vacancy who has not received a favorable recommendation from a majority of the search committee.

3. The dean of instruction will seek and file all the applications for librarians and media personnel. He/she will meet with the director of library services and review the applications. They will select for interview those who, in their judgment, are the best qualified for the position and present their final selection to the president, who upon satisfactory review, will recommend the candidate to the board of trustees.

4. Whenever a vacancy shall occur in the counseling department and the related professional service departments, the dean, director, or coordinator in charge will seek and file applications. He/she will select for interview those who, in his/her judgment, are best qualified for the position and present his/her final selection to the president who, upon satisfactory review, will recommend the candidate to the board of trustees for employment.

M. Transfer:

1. Consultation with the faculty member involved shall precede transfer in assignment of schedule of hours or courses.

2. Under no circumstance should a faculty member be assigned to teach a subject in which he/she has no formal preparation.

3. Any faculty member who assumes administrative duties and subsequently returns to faculty status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

N. Academic Freedom:

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties. Access to facilities and funds for research shall be at the discretion of the department chairperson and appropriate dean. Research for pecuniary return should be based upon an understanding with the president and the board of trustees of the institution.

2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations imposed on the teacher's academic freedom should be clearly stated prior to the time of the appointment. Any reservations of the faculty member, religious or otherwise, should be defined in writing prior to the time of the appointment.

3. College or university teachers are citizens, members of a learned profession, and officials of an educational institution. When they write or speak as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational officers, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not institutional spokespeople.

4. Faculty members have a right to seek changes of college policies by appropriate means, but means deemed inappropriate include committing or inciting acts of physical violence against individuals, acts which interfere with academic freedom, acts of destruction of property, and other acts which interfere with the normal functioning of the institution.

O. Department Chairperson:

1. The following procedure is recommended for department chairperson selection:

   a. The nominations will be made by each department member listing two or more nominees on a form to be provided by the office of the appropriate dean.

   b. The nominations will be opened by the appropriate dean in the presence of the president of the college and the president of the association, and selections by the president of the college and the appropriate dean will be announced. The selections will be made from the nominations made by the department members.

   c. Prior to selection, the willingness of each nominee to serve as department chairperson will be confirmed.

   d. Members of more than one department may nominate candidates in the several departments in which courses are taught, and may be nominated as a candidate in each department taught; however, one may serve as chairperson of only one department.

   e. Those persons who have resigned from the staff and those retiring from the staff at the conclusion of the school term in which the nomination is made, shall not participate in the nomination process.

2. The department chairperson shall be selected for a two-year term. At the conclusion of each two-year term, or when a department chairperson resigns, the procedure for selection of the department chairperson shall be reinstituted. Chairpersons may serve for more than one term.

3. Department chairpersons will be accorded a reduced teaching load of 20% for each five full-time equivalent faculty members to the extent that funding by the board of trustees is feasible. This reduced load will be limited to a 20% minimum and a 50% maximum. Department chairpersons who are temporarily overloaded because of unusual circumstances, such as development of new programs, may negotiate additional released time.

4. Specific management training experience will be provided annually for named department chairpersons.

5. Department chairpersons shall be expected to enter into a ten month contract with the board. Department chairpersons shall be expected to perform such additional duties as shall be designated by the president.

P. Orientation:

The association will work with the administration in providing orientation for all new faculty members.

Q. Faculty Handbook:

The faculty handbook and changes in the faculty handbook shall be developed jointly by the administration and the association. Revisions may be implemented at any time during the duration of this agreement so long as such revisions are not in conflict with the Master Agreement.

R. Policies Not Covered by Handbook or Master Agreement:

Any policies and/or procedures affecting items in this agreement shall be resolved by mutual agreement among the board, president, or administrator designated by him/her, and the association. Such supplemental agreements shall be reduced to writing and appended to the Master Agreement. However, this agreement shall not be construed to cover normal routine procedures and activities of the institution.

S. Curriculum Committee:

1. A curriculum committee, fully representative of all instructional departments shall be appointed by the president of the college. Members of the college executive committee shall not serve on the curriculum committee, except the dean of instruction and dean of continuing education. Two faculty members shall be appointed by the faculty association to serve on the curriculum committee.

2. Any new programs or changes in the curriculum shall require the approval of the curriculum committee. Recommendations from this committee are forwarded to the college executive committee and the board of trustees.

T. Meetings:

1. General Faculty Meetings:

   a. The president of the college or his/her designee shall be responsible for conducting all faculty meetings.

   b. Minutes of the previous general faculty meeting, together with an agenda of each meeting must be circulated prior to said meetings and copies shall be mailed or distributed to all board of trustee members.

2. Department Meetings:

   a. A schedule for regular department meetings shall be determined by the chairperson of the department and the president of the college.

   b. Other meetings may be called by the chairperson of the department or at the request of any department member.

3. Faculty Association Meetings:

   A copy of the association meeting minutes shall be distributed to the board of trustees. The motions voted upon shall be a part of the minutes.

4. Board of Trustee Meetings:

   A copy of the board meeting minutes shall be distributed to the association president.

U. Field Trips:

A field trip shall be defined as any educational activity which requires students and/or faculty members to leave the campus. This shall not include trips between campus locations (such as between the main campus and the south campus) or trips as a result of continuing arrangements with local businesses (such as work-study programs or printing contracts). Field trips require prior approval by the administration.

1. The college, upon request, shall supply transportation for all such trips. Faculty members shall not be required to use their own vehicles for such trips.
2. The college shall provide insurance as is required by law whenever the faculty member is required to travel on college business.
3. The field trip must have the approval of the appropriate dean.

V. Number of Committee Assignments:

Full-time faculty members shall not serve on more than two committees and/or unpaid special assignments at one time unless they desire otherwise. Department chairpersons shall not serve on any committees other than those required by their duties as chairperson unless they desire otherwise.

W. Evaluation:

Evaluation of full-time faculty shall be in accordance with the following procedures:

1. Student questionnaires shall be administered in the classroom by the department chairperson;
2. The final tabulated results of the questionnaires shall be returned to the faculty after final grades have been turned in for the semester;
3. Input shall be requested from other administrators who have information relative to a faculty member's performance in areas related to their supervision;
4. Classroom visitation shall be a part of the evaluation process by the appropriate dean;
5. The appropriate dean shall schedule a conference with 1st and 2nd year faculty in January and May; for 3rd and 4th year faculty in February; for 5th year and above in March. If deficiencies are indicated, the faculty member and the appropriate dean will outline instructional improvement strategies.
6. 1st and 2nd year faculty shall be evaluated at least one time every semester; 3rd and 4th year faculty shall be evaluated at least one time every year; and 5th year and above faculty shall be evaluated at least one every third year.
7. The overall evaluation of the faculty member shall be characterized as "excellent, good, satisfactory, or unsatisfactory."

Article VI

Faculty Benefits

A. Paid Leaves of Absence:

1. Sick Leave:

a. Each new full-time faculty member will be credited with a twenty school day sick leave allowance contingent on renewal of contract for the second year. Otherwise, ten days only will be paid sick leave. At the beginning of the fall semester of each school year, after the second year of service, each faculty member shall be credited with an additional ten day sick leave allowance. Such allowance is to be used for absences caused by illness or physical disability of the faculty member. The unused portion of such allowance shall accumulate indefinitely; however, the limit of sick leave with pay shall be sixty (60) days per school year. In the case of an extended illness (more than 60 days) of a faculty member, the president of the college, with the consent of the president of the Hutchinson National Faculty Association, may authorize the use by faculty member of more than 60 days paid sick leave during a school year. In the event that a faculty member is requested to cover his/her colleague's classes he/she will be compensated proportionally at substitute pay. Sick leave days will be deducted commencing with the first day of absence.

Faculty members employed prior to this agreement shall retain sick leave already accrued. Faculty members on a ten month contract shall receive one additional day of sick leave, or a maximum of eleven days per year. Faculty members on an eleven month contract shall receive two additional days of sick leave or a maximum of twelve days per year.

A full-time faculty member who teaches 5 or more credit hours during a 4 week summer session in addition to his or her regular load shall be credited with one additional day sick leave for each session in which he or she teaches at least 5 credit hours.

If a faculty member exceeds his/her sick leave allowance, a deduction of 1/180 (if on a nine month's contract) of his/her annual salary per day will be made for excess leave.

b. Adjunct faculty will be granted one (1) day sick leave for each three load hours taught. Leave will accumulate unless there is a full year's lapse in employment. Such allowance is to be used for absences caused by illness or physical disability of the faculty member. The unused portion of such allowance shall accumulate indefinitely; however, the limit of sick leave with pay shall be thirty (30) days per semester, or in the case of extended illness to be reviewed by the Council of Administrators and the Hutchinson National Faculty Association president who shall have one vote in regard to additional sick leave. In the event that a faculty member is requested to cover his/her colleague's classes he/she will be compensated proportionally at substitute pay. Sick leave days will be deducted commencing with the first day of absence.

Part-time faculty members employed prior to this agreement shall retain sick leave already accrued. Otherwise, part-time faculty members shall not be entitled to sick leave.

If a part-time faculty member exceeds his/her sick leave allowance, a proportionate amount will be deducted for excess leave.

2. Bereavement:

Leave will be allowed by the president or his/her designee for each death in a faculty member's immediate family.

3. Family Illness:

In case of serious illness of a member of the employee's household, leave with pay will be granted by the president or his/her designee.

4. Personal Leave:

Each faculty member shall be granted two days personal leave with pay, subject to the approval of the date or dates of personal leave by the president or his designee. Personal leave in excess of two days may be granted by the president or his designee on a daily basis, but shall be without pay.

5. Legal Leave:

The faculty member shall be excused from work for jury service or if he/she appears as a subpoenaed witness in court. Such faculty member shall be paid his/her regular salary in addition to the fee received for acting as a juror or witness.

6. Sabbatical Leave:

The board will grant sabbatical leave of absence for full-time faculty in accordance with the following provisions:

a. Faculty members shall be eligible for two semesters of sabbatical leave after five years of full-time continuous service. If the faculty member has previous part-time service he/she may count a maximum of ninety (90) load hours part-time teaching towards the five years' requirements. Thirty load hours of part-time teaching would be equivalent to one year of full-time service. The number of sabbatical leaves shall be limited to five (5) members of the faculty each year. Sabbatical leaves not used during any one year shall not accumulate the next year. Potential value to the institution and seniority in service shall be considered in the granting of such leaves.

b. A sabbatical leave may be granted if recommended by the sabbatical committee for a faculty member to pursue an approved degree program or other appropriate study, to do research and publication, to pursue appropriate post-doctoral work, to travel in areas related to the faculty member's teaching assignments, or to participate in approved work experience providing the other faculty in the department will carry his/her class load or a fully qualified substitute can be found. It shall be the responsibility of the appropriate dean to find sabbatical replacements.

c. A sabbatical leave shall not exceed two (2) consecutive semesters.

d. The salary for a two-semester sabbatical leave will be one/half of that which would normally be paid. Should a faculty member elect to take only a single semester sabbatical leave his pay will be equal to that which would be paid if he/she were not on sabbatical.

If a faculty member on leave qualifies for a more advanced column the semester he/she returns to teaching, the contract will be adjusted at the beginning of the semester he/she returns.

If a faculty member is on sabbatical during one semester and teaches at the college during the other semester of an academic year, the half year taught will count in determining number of years of teaching experience.

e. Applications for sabbatical leave for the full academic year or for the fall semester of an academic year shall be submitted by the preceding January 15th and applications for leave for the spring semester of an academic year shall be submitted by the preceding May 1st. Applications shall be in writing and shall be submitted to a sabbatical screening committee composed of seven members, four faculty members elected by the faculty association, the designee of the president, the dean of instruction and the dean of continuing education. The committee shall elect a chairperson.

Within thirty (30) days after close of dates for receipt of an application for sabbatical leave, the sabbatical screening committee shall approve or disapprove the same. If the application is approved by the sabbatical screening committee, the same shall be submitted to the president of the college for presentation to the board of trustees. The board of trustees shall act upon requests for sabbatical leave at its meeting held immediately following approval of a request by the sabbatical screening committee and shall promptly notify the faculty member of approval or disapproval of his/her request. The faculty member shall have thirty (30) days after board approval to make a final commitment in writing to the president, appropriate dean and department chairperson for sabbatical leave. If the faculty member fails to accept (or reject) sabbatical leave in writing to the proper administrators within such thirty day period, the sabbatical position shall become open to other faculty applications.

f. Before any leave is granted under this section, the faculty member shall agree in writing that in the event he/she fails to return to service at the expiration of such leave and to teach in the Hutchinson Community College for a period of at least one year thereafter, he/she shall refund all sums of money paid him/her by the board during said sabbatical leave.

g. Partial sabbaticals are alloved and are defined as a condition in which a faculty member continues to fulfill his/her duties for some part of his/her regular assignment while the time released for the sabbatical is used to pursue sabbatical activities as specified in the master agreement.

A partial sabbatical shall be counted equivalent to the portion of the load for which the faculty member is released. If, for example, a faculty member is granted one-half released load for two semesters, he/she shall be considered to have received the equivalent of one semester's sabbatical leave. A faculty member on partial sabbatical shall be eligible for full salary until he/she has used the equivalent of a semester's leave.

h. Faculty members shall be eligible for a second sabbatical leave after five years of full-time continuous service following the previous sabbatical leave.

7. Pregnancy:

   Childbirth and pregnancy-related illnesses will be treated the same as any other temporary disability.

8. The board of trustees may authorize extended leave for any of the above causes in those cases where conditions warrant it.

9. In no case shall leave be deducted for vacation days or holidays.

10. Retention of Faculty Benefits:

    Any faculty member on a paid leave of absence, including sabbatical, shall retain all accrued and continuing benefits, except as stated in Article VI, Section A, Subsection 6d, during the period of said leave.

11. Except as otherwise provided herein, part-time faculty members shall not be entitled to paid leaves of absence.

B. Unpaid Leave of Absence:

1. Military Leave:

   A military leave of absence shall be granted to any faculty member who shall be drafted during his/her teaching service for one tour of military duty in any branch of the armed forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling required commitments to the National Guard or any reserve component of the United States Armed Forces. Upon return from such leave, the faculty member will be reemployed in accordance with the requirements of such applicable law for the retention of reemployment rights.

2. Political Activities:

   Political participation by faculty members which requires partial or full time away from the teaching assignment will be negotiated between the faculty member, the president, and the board of trustees. No board policy, however, will impair the right of a faculty member's participation in political activity so long as the activity in no way interferes with his/her employment assignment.

3. An unpaid leave shall not exceed two consecutive semesters.

4. A faculty member may elect to take an unpaid leave of absence up to a maximum of one year, with approval of the board of trustees, providing an acceptable substitute may be found.

5. Any faculty member on leave of absence shall retain previously accrued sick leave, seniority or any other benefits. No additional benefits will accrue during the leave of absence.

C. Admission to Courses:

Full-time professional employees, members of their immediate families, and retired full-time faculty members with fifteen years of continuous service to the college, will be granted a waiver of all fees for entrance to any courses for credit offered by the college, unless said course(s) is to apply toward advancement on the salary schedule. They may, at the discretion of the appropriate administrator, audit any course offered by the college at no expense.

D. Professional Activities:

Released time shall be available for each faculty member to attend local, state, and national professional meetings and activities. Requests for approval of released time for such meetings and other professional activities shall be submitted as early as possible to the president or his/her designee. Any denial shall have a rationale attached to it.

E. Retirement Program:

1. A faculty member who elects to retire shall notify the president of the college in writing of his or her election to retire and not to renew his or her contract on or before March 15 of the school year in which the faculty member elects to retire.

2. A faculty member who retires and elects to return may be employed on a part-time basis. Salary for such faculty member will be determined by the portion of a full-time teaching assignment he or she is carrying, the base classification used for the salary to be the same as he or she received for his or her last full year of teaching.

F. Early Retirement Program:

1. Full-time faculty members may retire from employment with the college at the end of the spring or the fall semester in which he or she meets the eligibility requirements for early retirement. Early retirement is strictly voluntary, and no faculty member shall be required to take early retirement.

   For the purpose of early retirement, the spring semester shall be considered to begin January 1 and end June 30, and the fall semester shall be considered to begin July 1 and end December 31.

   A full-time faculty member who requests early retirement commencing at the end of the fall semester shall be released from his or her contract effective December 31.

2. Faculty members must meet the following eligibility requirements for early retirement:

   a. A faculty member shall be not less than 60 years of age nor more than 64 years of age at the end of the college semester in which early retirement is to commence.

   b. A faculty member shall have a minimum of 15 years of full-time and continuous service with the college at the end of the semester in which early retirement is to commence.

c. A faculty member desiring to take early retirement must submit his or her request in writing on or before March 15 for retirement effective at the end of the spring semester or on or before October 1 for retirement effective at the end of the fall semester.

3. Faculty members must submit a written request for early retirement containing the following information:

   a. A letter stating the faculty member's desire to take early retirement.

   b. The anticipated date of retirement which must be at the end of the semester in which the faculty member is eligible for early retirement.

   c. The faculty member's date of birth, mailing address, telephone number, and social security number.

   d. The number of years of full-time and continuous employment by the college.

   e. The faculty member's current primary annual salary.

4. The college shall provide the following early retirement benefits for eligible faculty members:

   a. The college shall pay an annual amount equal to 17% of the faculty member's primary contract for the year prior to retirement. The retirement benefit for the first year shall be paid in a lump sum and shall be included in the faculty member's last regular salary payment prior to retirement. After the first year following retirement, retirement benefits shall be paid in monthly installments until the faculty member has received a total of three years of retirement benefits or until the end of the semester in which the faculty member attains 65 years of age. The faculty member's "primary contract" shall mean that portion of the faculty member's contract for the year prior to retirement which is shown on the college's salary schedule for the retiring faculty member.

   b. The faculty member and his or her spouse may participate at their expense in the college's health insurance program until the faculty member and his or her spouse attain 65 years of age, if permitted by the college's health insurance carrier. Premiums for health insurance shall be paid by the faculty member and his or her spouse as determined by the health insurance carrier.

5. The early retirement program and this paragraph F of Article VI shall automatically terminate and expire on June 30, 1992, except as to those eligible faculty members who have requested early retirement prior to June 30, 1992.

Article VII

Grievance Procedure

A. Faculty:

A grievance is an allegation or complaint by a faculty member or members, hereinafter referred to as a "grievant", based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation, misrepresentation of any provision of this agreement or any existing rule, order or regulation of the board of trustees. In the event that a faculty member or members become aware they have a basis for a grievance, he/she or they shall:

1. First, the grievant shall present a written grievance to the appropriate administrator within ten school days after recognition of the grievance.

2. If as a result of the response to the written grievance by the appropriate administrator, a valid grievance as determined by the grievant still exists, the grievant may invoke the formal grievance procedure on the form set forth in the annexed appendix, signed by the grievant and/or the association. Two copies of the grievance shall be filed with the president of the college or a representative designated by him/her. A copy of the grievance shall be forwarded to the chairman of the board of trustees.

3. Within one calendar week from the date of filing, the president or his/her designee shall meet with the grievant and the president of the association in an effort to resolve the grievance. The president or his/her designee shall indicate his/her disposition of the grievance in writing within one calendar week of said meeting.

4. If the grievant is not satisfied with the disposition of the grievance by the president or his/her designee or if no disposition has been made within the time limits in paragraph 3, the grievance shall be transmitted to the board of trustees by filing a written copy thereof with the chairperson of the said board. The board shall, within two calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the board of trustees shall indicate its disposition of the grievance in writing to the grievant and the association.

5. No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

6. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent. Failure by the college to reply to the grievance within the time limits specified automatically grants to the grievant the right to process the grievance to the next step. If the grievant fails to appeal from one step to the next step within the time limits specified, the grievance shall be considered settled on the basis of the last college response, and the grievance shall not be subject to further appeal.

7. All documents, communications and records dealing with a grievance shall be filed separately from the personal files of participants.

8. A grievance may be withdrawn at any level.

9. In the event that a grievance against an administrative office cannot be resolved through regular channels, the association may, by a two-thirds majority vote of its members, ask the board to review such a grievance within two (2) calendar weeks.

B. In the event that grievance is not resolved through the procedures set out herein, then either party may request, in writing, additional arbitration by representatives of both groups and such request will be honored by the opposing party.

Article VIII

Professional Behavior

The Board recognizes that the NEA Code of Ethics of the Education Profession as it appears in the appendix is considered by the association and its membership to define acceptable criteria of professional behavior. The association shall deal with ethical problems in accordance with the terms of said Code of Ethics of the Education Profession. Alleged breaches of discipline or of the NEA Code of Ethics of the Education Profession shall be promptly reported to the offending faculty member and to the association. The association will use its best resources to correct breaches of professional behavior by any faculty member and, in appropriate cases, may institute proceedings against the faculty member with the administration and board for reprimand, probation, or discharge.

Article IX

Contracts, Dismissal, Probation and Suspension

A. Contracts:

1. All contracts of employment of full-time faculty members shall be deemed to continue for the next succeeding school year unless written notice of intention to nonrenew the contract is served by the college upon any faculty member on or before the 10th day of April, or, written notice to the college shall be given by the faculty member on or before the 10th day of May, that he/she does not desire continuation of said contract. Contracts may be entered into for more than one year if agreed to by the association and board of trustees.

2. Contracts of employment of part-time and adjunct faculty members shall be for one semester only and shall terminate at the end of the semester without further notice.

3. Contracts may be terminated or changed at any time by mutual consent of both the instructor and the college.

4. Contracts with full-time faculty members who have completed three consecutive years of employment in the college may be nonrenewed only in accordance with section C of this Article IX. Contracts with full-time faculty members who have not completed three years of employment in the college may be nonrenewed without cause, except where the faculty member alleges that nonreneval is the result of his or her having exercised a constitutional right.

5. Contracts may be terminated prior to the expiration of the term thereof only in accordance with section B of this Article IX.

6. Nothing herein contained, shall prevent the filing of a grievance in accordance with Article VII in the event of nonreneval of a faculty member's contract, dismissal, suspension, or probation as provided in section D or E of this Article IX.

7. Copies of the annual contracts of employment appear in the appendix.

B. Dismissal:

A contract of employment may be terminated and a faculty member dismissed prior to the expiration of the term of his or her contract for "just cause." The exercise of a constitutional right shall under no circumstances constitute an element of "just cause." "Just cause" must be established and is determined on the basis of factors that relate to the performance of assigned teaching duties and/or the effective operation of the system.

A faculty member may be terminated prior to the expiration of the term of his/her contract only in accordance with the following procedure:

1. Termination of the contract of a faculty member prior to expiration of the term of his/her contract shall be initiated by the president of the college as chairperson of the Professional Practices Committee, with Board approval. The Professional Practices Committee shall consist of:

   (a) The president of the college
   (b) The appropriate dean
   (c) The president of the local faculty association
   (d) The department chairperson
   (e) A full-time faculty member chosen by the affected faculty member

   The association or any other interested party may recommend in writing to the president of the college the termination of the contract of a faculty member by setting forth in reasonable detail, charges, which if valid, would constitute "just cause" as set forth in section B of this Article. In the event the accused is president of the local faculty association or is a department chairperson, the department or association he/she represents will elect an alternate member to fill that vacancy, for purposes of voting, and the original member shall have no vote or position.

2. The Professional Practices Committee shall promptly consider whether there is "just cause" for termination of a faculty member's contract. Within seven (7) days after the president initiates termination proceedings, the committee shall report its recommendations and findings with respect thereto to the chairperson of the board of trustees.

   The board of trustees shall consider the recommendations and findings of the Professional Practices Committee in deciding whether to terminate a faculty member's contract.

3. In the event that the board determines that there is "just cause" for termination of a faculty member's contract, the board shall give written notice to the faculty member of its intention to terminate his/her contract in accordance with the provisions of KSA 72-5436, et seq., and amendments thereto, which provide for due process procedure and contract termination.

C. Nonrenewal:

A contract of employment of a full-time faculty member who has completed three consecutive years of employment in the college may be nonrenewed by the board of trustees for "just cause." The exercise of a constitutional right shall under no circumstances constitute an element of "just cause." "Just cause" must be established and is determined on the basis of factors that relate to the performance of assigned teaching duties and/or the effective operation of the system.

Upon determining "just cause" for nonrenewal of a contract of a faculty member, the president of the college shall give written notice to the faculty member of the intention to nonrenew his/her contract. Such notice shall include: (1) a statement of the reasons for the proposed nonrenewal and (2) a statement that the faculty member may have the matter heard by a hearing committee, upon written notice filed with the secretary of the board of trustees within fifteen (15) days from the date of such notice of nonrenewal that he/she desires to be heard and designating therein one hearing committee member. If a hearing is requested by the faculty member, such hearing shall be held in accordance with the provisions of KSA 72-5435, et seq.

D. Suspension:

1. A faculty member may be suspended from regular duties by the president of the college from such time as a statement of cause is delivered to the faculty member.

2. In the event that a faculty member is suspended, the faculty member shall not continue to perform his/her regular duties in the classroom but may be required to perform other academic duties as the president directs. The faculty member shall be entitled to receive his/her regular pay and all other benefits under his/her contract of employment until such time as the board of trustees shall determine whether the faculty member shall be dismissed in accordance with the procedures outlined herein. If the board of trustees shall determine that the faculty member shall be dismissed, from and after such determination, the faculty member shall not be entitled to any pay except the total fraction of his/her contracted salary and other benefits fulfilled on a days taught basis.

E. Probation:

1. A faculty member may be placed on probation by the president of the college for any of the causes set forth in section B of this Article IX. A faculty member shall be notified in writing that he/she is being placed on probation. This notification shall state the causes for this action and the conditions of probation.

2. The term of probation, not to exceed one (1) year, shall be determined by the president of the college except that during the period of the probation, the faculty member shall continue to perform his/her regular duties but that said faculty member shall not be entitled to receive any additional benefits or increment increase from the time of probation until the faculty member is released from said probationary period. In the event that said probation occurs subsequent to the signing or approval of a new contract, then said contract shall be modified to conform to the terms of the probation and for its period thereof.

F. Reduction of Instructional Staff:

1. All tenure shall be departmental only as it relates to reduction of instructional staff.

2. In the event that the board determines that it is necessary to reduce the number of faculty members in a department of the college, the following procedures shall be followed:

   a. The Board shall first designate the courses to be discontinued or reduced in number in that department.

   b. If the faculty member assigned to courses which are discontinued or reduced is not qualified to teach other courses in the department the contract of such faculty member may be nonrenewed.

   c. If the faculty member assigned to courses which are discontinued or reduced is qualified to teach other courses in the department, such faculty member shall be offered an assignment to teach those courses. If two or more faculty members are qualified to teach the same courses, the faculty member with the most merit units will be offered an assignment to teach the same and the contract of the faculty member with the least number of merit units may be nonrenewed.

   d. A "merit" unit shall mean any 15-hour unit of approved college credit above the master's degree. Any 3-year teaching experience at the college shall also constitute one merit unit. Part-time teaching experience at the college prior to full time employment shall be prorated at the rate of one merit unit for every 90 load hours taught or the equivalent of three years teaching experience. Any year that a faculty member has been on probation or has been notified in writing that a deficiency in that faculty member's teaching experience existed will not be counted toward merit units.

3. Nothing herein contained shall prohibit a faculty member whose contract has been nonreneved pursuant to paragraph 1 above from applying for a vacant teaching assignment for which that faculty member is qualified following nonreneval.

4. Nothing herein contained shall prohibit the board from offering a faculty member a teaching assignment in another department of the college as an alternative to nonreneval of that faculty member's contract. In the event that a faculty member accepts an assignment in another department of the college and in the further event that courses taught by that faculty member are again offered in the department from which he or she transferred, within three years of such transfer, that faculty member shall be given preference during such three year period in consideration of applicants for those courses.

5. It is understood that factors which may require reduction of instructional staff include: change in the size or nature of the student population, unavoidable budgetary limitations or similar factors affecting the overall operation of the college. The board and the faculty association shall use their best efforts to maintain enrollment, operate within a reasonable budget and conduct the college in a professional manner in an effort to avoid reduction of instructional staff.

Article X

Professional Compensation

A. Salary Schedule:

1. All new and existing faculty members are to be placed on the proper step and level on the salary schedule. New faculty members shall enter the schedule on the appropriate column as determined by the appropriate dean and the president. The amount of experience granted shall not exceed, but may be less than that determined by the following ratio:

   College teaching experience - one year equals one level
   Other teaching experience - three years equals two levels
   Approved work experience in those areas requiring work experience - one year equals one level

2. Each new faculty member shall have an evaluation made by the president, appropriate dean, and appropriate department chairman, of his/her work experience. Some work experience may be allowed to count as teaching experience for determining the salary level. A year of acceptable work experience may be considered equal to a year of teaching experience.

3. The board may place a new faculty member on any step on the salary schedule that it deems appropriate, taking into account the faculty member's experience and educational background and the availability of persons to fill the position if the board determines that such placement is in the best interests of the college. Thereafter, that faculty member shall be advanced on the salary schedule based upon years of service and change of educational qualifications or work earned subsequent to initial placement.

   Before advanced placement shall be granted to a faculty member under this paragraph, the president of the college shall:

   (a) review such placement with the appropriate department chairperson and
   (b) notify the president of the association of his/her intention to recommend such placement to the board.

   The board may accelerate advancement of existing faculty members on the salary schedule in case of tight labor market conditions. A committee (consisting of two representatives appointed by the board, two representatives appointed by the association, and a chairperson appointed by the board) shall review the areas in which retention of qualified faculty is a problem.

   The committee shall function as an advisory body that assists the board in isolating the areas where it may be necessary to accelerate advancement. When a matter is brought to the committee by the board, the committee shall function forthwith and shall report its findings to the board and to the association. The final decision, which rests ultimately with the board, shall be reported back to the committee forthwith.

4. Attached hereto and to become a part hereof are related salary schedules and addenda.

B. Salary Payment:

1. The salary of each faculty member shall be paid on the twentieth day of the month.

2. Deductions may be authorized by the individual faculty member and shall be executed by the college finance office for local, state, and national association dues and such other purposes as mutually agreed upon by the association and the board.

C. Adjunct Faculty Salaries:

Adjunct faculty members shall be placed on the proper step and level of the salary schedule. Those faculty members shall advance one level for each thirty load hours taught at the college. Adjunct faculty members shall be paid a salary equal to the number of load hours taught times the salary for the faculty member's step and level divided by thirty load hours, as the case may be.

D. Summer Salaries:

1. Except as provided in paragraph 2 below, commencing the summer of 1986, a faculty member who teaches during the summer session in excess of his/her full-time load shall be paid as provided in Article X, E.

2. If less than twelve students enroll in a class, the class will be canceled unless the faculty member and summer school administrator mutually agree that the class shall be taught and that the salary shall be $40.00 per load hour times the number of students enrolled in the class.

3. A faculty member shall be under no obligation to teach during the summer session.

E. Part-time and Overload Salaries:

1. Part-time faculty members shall be compensated at $350.00 per load hour.

2. Full-time faculty members who consent to teach an overload shall be compensated at the rate of $500.00 per load hour taught, plus, using 1985-86 as a base year, an amount equal to $10.00 per load hour for each year of full teaching experience at the college, not to exceed $550.00 per load hour.

At the faculty member's option, compensation for fall semester overload shall be paid as follows:

a. during that time for which the services are being rendered, or
b. at the earliest pay period after it has been determined that the faculty member will meet the contractual requirement. Payment will be in a lump sum or prorated over the spring semester, at the faculty member's option.

Should the faculty member choose the first option (X,E,2,a) and then be deficient, salary reduction or repayment will be based upon the overload compensation.

3. In the event an evening class does not fill, the instructor will be compensated at the rate of one-sixteenth of the salary for each week the class meets.

F. Substitute Pay:

In the event that a faculty member is requested to cover his/her colleague's classes he/she will be compensated proportionally at substitute pay of $20 per class hour. (Article VI,A,1,a)

Article XI

Miscellaneous

A. Textbooks and Other Teaching Materials:

All texts and other teaching materials will be selected by the faculty member, except that where multiple sections occur all instructors involved shall agree on the texts to be used, with the approval of the department chairperson and the appropriate dean. Exceptions to a three year usage policy must be approved by the appropriate dean.

B. This agreement shall supersede any rules, regulations or practices of the board which shall be contrary to or inconsistent with its terms. All future faculty contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the board.

C. Copies of this agreement shall be printed by the board and distributed to all faculty now employed or hereafter employed by the board.

D. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. This agreement shall not be effective until approved as to form by counsel for the association, the board, the president, or his/her designees.

F. The enforcement of this agreement is the joint responsibility of the board, the administration, and the association. Should any dispute arise as to the proper interpretation or application of any provision(s) of this agreement, the representatives of the board, administration, and the association shall meet and confer in good faith to resolve differences.

G. Except as this agreement shall herein provide, all terms and conditions of employment applicable on the effective date of this agreement as established and in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any faculty benefits existing prior to the effective date of this agreement.

H. On the request of the association, the members of the administration, including the president of the college, and the appropriate dean shall meet and confer with the representatives of the association to discuss matters of mutual concern.

I. The executive committee of the association or person(s) designated by the committee shall represent the association in matters pertaining to this agreement.

J. Reference to "faculty members" in this agreement shall mean full-time faculty members, unless specifically applicable to part-time or adjunct faculty members. Those persons who are employed primarily for the purpose of coaching are not covered under the parameters of this agreement.

APPENDIX

a. Formal Grievance Procedure Form

b. NEA Code of Ethics

c. College Calendar, 1990-91

d. Faculty Salary Schedule, 1990-91

e. Extra Duty Salary Schedule

f. Addenda

g. Personal Contract of Employment

Hutchinson National Faculty Association

FORMAL GRIEVANCE PROCEDURE FORM

Name_____ Position_____

Date of Grievance_____ Date of Filing_____

Nature of Grievance:

Previous Action, if any, taken by Grievant:

Signature _____

Date received by President _____

Date of meeting with Grievant _____

Disposition:

Date _____ Signature _____

Date received by Clerk of Board of Trustees _____

Date grievance alloved _____

Date of hearing _____

Disposition:

Date _____ Signature _____

CODE OF ETHICS OF THE EDUCATION PROFESSION

(As approved July, 1975, by the
National Education Association Representative Assembly)

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge the transgressor.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
    a. Exclude any student from participation in any program;
    b. Deny benefits to any student;
    c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

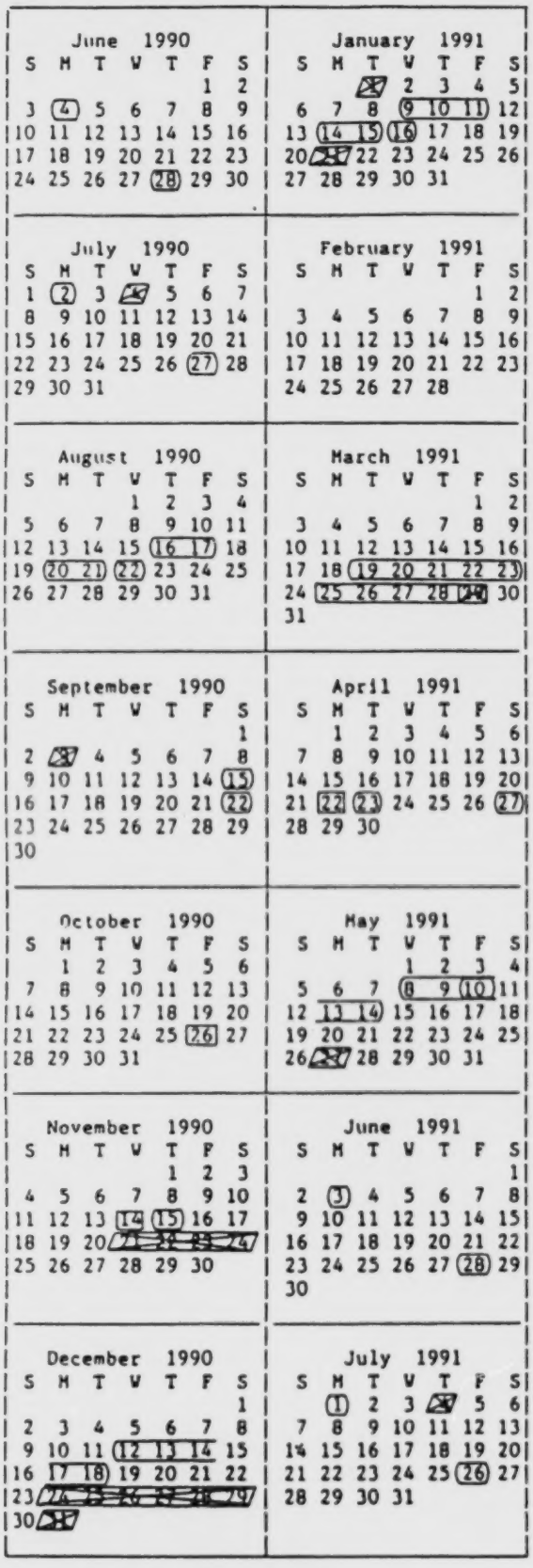
In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall assist in preventing entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement of fact concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Approved 2/13/90

Hutchinson Community College -- Academic Calendar



Special notice
No classes
College closed

SUMMER SESSIONS 1990

Jun 4-28	First Summer Session
Jul 2-27	Second Summer Session

FALL SEMESTER 1990 (85 contract days)

Aug 16,17	Faculty conferences
Aug 20,21	Orientation, registration
Aug 22	Classes begin; schedule changes begin
Aug 29	Registration ends; schedule changes end; last day for 75% tuition refund for day classes (for night classes which meet once a week the date is the end of the second class meeting)
Sep 3	Labor Day, no classes
Sep 15	Family Day (contract day)
Sep 22	Homecoming
Oct 1	College Planning Conference
Oct 5	Grade Progress Reports due
Oct 26	Fall break, no classes (non-contract)
Nov 9	Last day for withdraval (for classes with irregular starting dates the date is after 2/3 of class meetings)
Nov 14	Advisement for spring semester, no classes
Nov 14,15	Early enrollment for current students for spring semester
Nov 21-23	Thanksgiving recess, no classes
Dec 12-17	Final examinations
Dec 18	Make-up examinations, final grades due at noon (last contract day)

SPRING SEMESTER 1991 (85 contract days)

Jan 9-11	Faculty conferences
Jan 14,15	Orientation, registration
Jan 16	Classes begin; schedule changes begin
Jan 21	Martin Luther King Day, no classes
Jan 25	Registration ends; schedule changes end; last day for 75% tuition refund for day classes (for night classes which meet once a week the date is the end of the second class meeting)
Feb 22	Grade Progress Reports due
Mar 19-23	NJCAA Basketball Tournament
Mar 25-29	Spring break, no classes
Mar 29	Easter break (Easter-3/31)
Apr 4	Last day for withdraval (for classes with irregular starting dates the date is after 2/3 of class meetings)
Apr 22	Advisement for fall semester, no classes
Apr 22,23	Early enrollment for current students for fall semester
Apr 27	Early enrollment for high school seniors for fall semester (contract day)
May 8-13	Final examinations
May 10	Commencement, 8:00 p.m.
May 14	Make-up examinations, final grades due (last contract day)

SUMMER SESSIONS 1991

Jun 3-28	First Summer Session
Jul 1-26	Second Summer Session

HUTCHINSON COMMUNITY COLLEGE
Instructor's Salary Schedule
1990-91

The base is $19,000.00. All other steps on the schedule are determined by multiplying the index figures by the base.

Step	Initial Qualification	Masters + 15	Masters + 30	Masters + 45	Masters + 60	Doctorate
1	$19,000 - 1.00	$20,520 - 1.08	$22,040 - 1.16	$23,560 - 1.24	$25,080 - 1.32	$26,600 - 1.40
2	19,950 - 1.05	21,470 - 1.13	22,990 - 1.21	24,510 - 1.29	26,030 - 1.37	27,550 - 1.45
3	20,900 - 1.10	22,420 - 1.18	23,940 - 1.26	25,460 - 1.34	26,980 - 1.42	28,500 - 1.50
4	21,850 - 1.15	23,370 - 1.23	24,890 - 1.31	26,410 - 1.39	27,930 - 1.47	29,450 - 1.55
5	22,800 - 1.20	24,320 - 1.28	25,840 - 1.36	27,360 - 1.44	28,880 - 1.52	30,400 - 1.60
6	23,750 - 1.25	25,270 - 1.33	26,790 - 1.41	28,310 - 1.49	29,830 - 1.57	31,350 - 1.65
7	24,700 - 1.30	26,220 - 1.38	27,740 - 1.46	29,260 - 1.54	30,780 - 1.62	32,300 - 1.70
8	25,650 - 1.35	27,170 - 1.43	28,690 - 1.51	30,210 - 1.59	31,730 - 1.67	33,250 - 1.75
9	26,600 - 1.40	28,120 - 1.48	29,640 - 1.56	31,160 - 1.64	32,680 - 1.72	34,200 - 1.80
10		29,070 - 1.53	30,590 - 1.61	32,110 - 1.69	33,630 - 1.77	35,150 - 1.85
11			31,540 - 1.66	33,060 - 1.74	34,580 - 1.82	36,100 - 1.90
12				34,010 - 1.79	35,530 - 1.87	37,050 - 1.95
13					36,480 - 1.92	38,000 - 2.00

HUTCHINSON COMMUNITY COLLEGE
Extra Duty Salary Schedule

1. The Board of Trustees shall determine the amount to be paid to faculty members for extra duty within the ranges (computed as a percentage of base pay) set forth below:

   A. Pay range 15%--40%
      Assistant Football
      Assistant Men's Basketball
      Head Women's Basketball

      Pay range 15%--30%
      Head Baseball
      Head Track--Men/Women
      Head Softball
      Assistant Women's Basketball

      Pay range 10%--25%
      Head Cross Country--Men/Women
      Head Volleyball
      Assistant Track--Men/Women
      Assistant Baseball
      Assistant Softball
      Assistant Volleyball

      Pay range 10%--20%
      Head Tennis--Men/Women
      Head Golf

   B. Those areas that are mostly administrative:

      Pay range 5%--20%
      Director of Tickets
      Assistant Ticket Director
      Arena Supervisor
      Intramurals
      Cheerleader Sponsor
      Dragon Doll Sponsor
      Livestock Judging

   C. Those areas that have recruitment of students teaching involved:

      Pay range 5%--20%
      Drama Director
      Band Director
      Jazz Ensembles
      Dragonnaires
      Academic Excellence

2. The Extra Duty Salary Schedule does not apply to those persons whose primary duty is coaching.

Addenda to the Faculty's Salary Schedule
1990-91

1. This salary schedule shall apply to all faculty on a regular teaching assignment. Salary for an assignment which deviates from a nine month teaching assignment will be determined by the faculty member and administration with the approval of the board of trustees.

2. Extra duties assigned above the regular teaching load will be compensated on a separate index ratio.

3. Faculty members will not be required to sell or take tickets; therefore, no faculty passes will be issued. Faculty members who wish to work at athletic events will notify the dean of student services and the director of ticket sales. Compensation for this service will be determined by the dean of student services, the director of ticket sales, and the president.

4. A change in educational qualification will move the faculty member over one column and the years of experience will move him/her down one step, except that faculty members shall not move beyond step 13. A faculty member may change columns at mid-term by presenting evidence of qualification by January 15. Salary adjustment will be based on one-half the year's salary.

5. Additional training to be used by the faculty member for column advancement on the salary schedule must be approved in writing by the president of the college prior to the faculty member's enrollment in such courses or to the beginning of each request for work experience. Normally, only residence courses will be approved (exceptions to the regulations require board approval).

   Forty hours of work experience will be equivalent to one semester hour of credit. In no case will the work experience equate to more than eight (8) hours for a summer or more than twelve (12) hours for a semester. The cumulative maximum credit for work experience will be thirty (30) equated credit hours. Any college credit hours earned through work experience courses will be counted as a part of the cumulative maximum.

6. No increment or change in base is to be assumed for the 1991-92 college term. Any change will be subject to review by the faculty association and the board of trustees.

7. A. The board shall contribute for each full-time faculty member $190.00 per month for use by such faculty member in the Hutchinson Community College Flexible Benefit Plan.

      $90 of the $190 per month contributed toward the Flexible Benefit Plan must be used by eligible faculty members for health insurance or be forfeited.

      "Eligible" means a faculty member who is not a member of another Blue Cross-Blue Shield Group, an HMOK Group or a Spouse Commercial Group.

   B. The board shall contribute toward the purchase of health insurance the sum of $30 per month for each faculty member who participates in HCC's health insurance group.

C. The board shall provide each employee with a handbook of benefits available under the Flexible Benefit Plan within ten (10) days of the beginning of the school year or date of employment. The board shall also provide necessary detailed information about each benefit option and, when necessary, application forms.

D. Employees who fail to make appropriate application for benefits under the HCC Flexible Benefit Plan within mandatory time and/or date guidelines--usually within thirty (30) days from date of employment or within specified dates of open enrollment periods--shall forfeit any opportunity to make application for benefits or other changes in their individual Flexible Benefit Plan except as provided within the plan itself and within applicable laws and regulations.

E. Except in situations outside of the control of Hutchinson Community College, such as changes made in law or in benefit vendor policies, changes in benefit options which materially affect participating eligible employees will be introduced only after instructive information is shared with affected employees and options, if any, are explained.

F. In the event of a premium refund from a participating health insurance company, such refund shall be returned to participating employees in direct proportion to the share of the cost assumed by such participating employees. For the purpose of determining refunds due to participating employees, the amount contributed by the board shall be considered as having been contributed by the employee.

AGREEMENT

between

The Johnson County
Community College
Board of Trustees

and

The Johnson County
Community College
Faculty Association

July 1, 1990 – June 30, 1993

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I. PREAMBLE

This Agreement is made and entered into this 21st day of May, 1990, by and between the Johnson County Community College Board of Trustees, hereinafter called the "Board," and the Johnson County Community College Faculty Association, hereinafter called the "Association." The Association is affiliated with the Kansas National Education Association (K-NEA) and the National Education Association (NEA), which groups are not a party to this Agreement.

II. RECOGNITION

1. The Board of Trustees of the Johnson County Community College recognizes the Association as the exclusive representative as that term is used in K.S.A. 72-5413 et seq. of those regular, full-time employees of the College duly appointed to fill the positions set forth in Addendum 1, except as otherwise provided in Section 2 below. Any addition to the list of full-time employees whose job title is Instructor, Instructor/Career Program Facilitator, Counselor, Librarian, Career Planning and Placement Advisor, or TV Producer/ Director and which is a full-time, regular position shall be in the unit. All full-time, classified employees shall be excluded except for the positions of Instructional Aide (Life Science), Instructional Aide (Physical Science), Instructional Aide (Fine Arts), and Instructional Aide (Commercial Art).

2. An employee holding a temporary appointment to a position set forth on Addendum 1 shall not be included in the bargaining unit. An employee holding a regular appointment to a position set forth on Addendum 1 who is temporarily assigned for a period of less than one academic year to a position not in the bargaining unit shall remain in the bargaining unit.

III. MANAGEMENT RIGHTS

1. The Board of Trustees on its own behalf and on behalf of the electors of Johnson County, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Kansas and of the United States, including but without limiting the generality of the foregoing, the right:

   A. to maintain executive management and administrative control of the College and its properties and facilities and the professional activities of its employees as related to the conduct of the College affairs, except as set forth in this Agreement;

   B. to hire all employees and determine their initial rate of pay subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;

   C. to establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;

   D. to decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of instructors and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this Agreement; and

   E. to determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the State of Kansas and the constitution and laws of the United States.

3. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

4. Nothing contained within this Article shall diminish, negate, or abrogate any article or provision of this Master Agreement.

IV. ASSOCIATION RIGHTS

1. The Association and its duly authorized campus representatives may use College equipment and building facilities at reasonable times when the equipment and building facilities are not otherwise in use and when regular College procedures for using such equipment and building facilities have been followed. The use of reproduction equipment shall be limited to the machine on the second floor of the GEB Building and in the CSB Building, and copying done on these machines shall be done by operators designated by the College. The Association shall pay $.045 per copy. This use of College equipment shall exclude the College's data processing equipment, except for only those microcomputers specifically designated by the College.

2. The Association may post material concerning Association activities on designated bulletin boards in each division office and in the Staff Lounge. No information shall be posted on campus except in these designated spaces. The posted material shall clearly state that it is posted by the Association, and the Association is solely responsible for its contents and all liability regarding such posting and publication thereof.

3. The Association's duly authorized campus representatives shall have the right to reasonable use of the College's internal mail distribution system for Association communications. In addition, these representatives may be provided access to all unit members' mail boxes for distribution of Association communications.

4. Elected representatives of the Association and individual members of the Association shall have the privilege of addressing the Board at that time in the Board's regular and special Board meetings provided for Petitions and Communications on subjects of the Association's or employee's choice, provided that all matters of professional negotiations will be exclusively limited to the bargaining table and any and all complaints by members of the bargaining unit or the Association concerning this Agreement, any interpretation thereof, or misapplication thereof, shall be the subject matter of a grievance and shall not be the subject matter of a petition or communication under the agenda item of Petitions and Communications to the Board. The Association or individuals wishing to address the Board as herein noted shall have provided prior notice to the President of the College concerning the subject matter of the petition or communication so as to allow the inclusion of an agenda item under Petitions and Communications in the Board agenda prepared prior to a meeting of the Board. Upon request, the President of the College will consider such requests to waive the requirement that prior notice be given in sufficient time to be included as a published agenda item.

5. A copy of the Board agenda will be made available to the President of the Association when it is distributed to administrative staff.

6. Current, non-confidential home addresses and phone numbers of all bargaining unit members shall be made available to the President of

the Association or his/her designee upon request, within ten (10) working days from the date of such request. Public documents concerning the operation of the College shall be made available to the President of the Association, upon request.

7. The College agrees to deduct dues for membership in the Association from the salaries of members of the bargaining unit upon the following conditions.

   A. A member of the unit desiring to have such dues withheld from his/her paycheck must complete a payroll authorization deduction form provided by the College and sign and file same with the College Business Office on or before September 1, November 15, or February 15 of each year. Deductions will be made beginning on the first paycheck after the following September 15, December 1, or March 1 on forms received on or before September 1, November 15, or February 15. No deduction will be made on forms filed after such dates.

   B. The Association shall, on or before June 15, certify in writing, signed by the President of the Association and filed with the College Business Office, the gross amount of dues for the ensuing year (July 1 to June 30) for a member of the bargaining unit; such gross amount being an annual sum in an equal amount for each member of the bargaining unit. The gross amount to be withheld for a member may not be changed until July 1 of the next year.

   C. The College shall deduct such annual dues from each paycheck in an equal amount; said equal amount being the annual dues divided by the number of paychecks to be received by the member of the unit during the deduction period established by the College.

   D. The total of all withholdings will be remitted to the Treasurer of the Association by the College Business Office within fifteen (15) working days from each regular pay period for which deductions are made.

   E. The Association agrees to save the College harmless and indemnify the College from all loss, including reasonable attorney's fees, from any and all actions or claims growing from or arising because of these deductions, including specifically any claim by any member or members of the bargaining unit or anyone with privity to such member or members. The Association shall have full responsibility for the funds so withheld and remitted to the Association, and the College in no way shall be responsible to the Association or any member or members of the bargaining unit concerning any use or expenditure thereof by the Association.

F. If a member of the unit has no earnings due or an amount is due for any pay period after all other required or authorized withholdings in an amount less than the Association dues to be withheld for such period, no deduction for such pay period will be made by the College for such member. No catch-up withholdings will be made in subsequent pay periods.

G. Each bargaining unit member's payroll deduction authorization filed, as provided in Section 7.A. above, with the Business Office, shall remain in effect during the life of this Master Agreement unless revoked in writing by the bargaining unit member. The member may revoke this authorization by written notice received by the College Business Office; but once revoked, the authorization may not be renewed until the following September 1, November 15, or February 15.

8. Nothing contained within this Article shall diminish, negate, or abrogate the reservations made and contained in the Management Rights provisions of this Master Agreement.

V. GRIEVANCE PROCEDURE

1. Definitions

   A. A "grievance" shall be defined as an allegation by an individual that he/she has been adversely affected by a violation or misinterpretation of the specific provisions of his/her individual employment contract or the Master Agreement, or as an allegation by the Association that it has been adversely affected by a violation or misinterpretation of the specific provisions of the Association Rights Article of this Master Agreement.

   B. A "working day" is a day in which the administrative offices of the College are open for normal business.

   C. The "immediate supervisor" is the supervisor having immediate jurisdiction over the grievant, or the administrator designated by the College to adjust the grievance.

   D. A "grievant" is an individual member of the bargaining unit who is seeking redress of an alleged grievance, or the Association when seeking redress of an alleged grievance as defined and limited by 1A above.

2. Procedures

   Grievance shall be processed as follows:

   Step 1 (informal). A personal grievance shall be raised by the grievant requesting an informal conference with the grievant's immediate supervisor, as soon as possible but no more than ten (10) working days after it arises. The immediate supervisor shall listen to and consider the allegation and may take appropriate steps to address it. If the grievant is dissatisfied with the results of this conference, he/she shall, within eight (8) working days of the conference, so inform the immediate supervisor of this dissatisfaction and file a written grievance on College prepared forms with the contract administrator designated by the College. Receipt of the completed form by the contract administrator within eight (8) working days of the conference with the immediate supervisor shall constitute fulfillment of the requirements of Step 1 and shall constitute a request for Step 2.

   Step 2. Upon receipt of the completed grievance complaint form, the appropriate Dean shall arrange for an interview of the grievant by him/her or his/her designee to be held within eight (8) working days of the filing of the grievance complaint form. ~~At~~ the interview, the grievant will present the complaint in writing. The Dean may take appropriate steps to address the problem if any is found by the Dean to exist and the complaint is justified; or, if the Dean finds that the grievance is unfounded or unwarranted, the Dean shall so inform the bargaining unit member in writing. The Dean's decision shall be made in writing to the grievant within eight (8) working days after

the interview by the Dean or his/her designee's meeting with the bargaining unit member.

Step 3. The grievant may appeal the decision of the Dean to the Vice President for Academic Affairs if the grievant determines that the grievance has not been appropriately resolved. The appeal must be made in writing within eight (8) working days of the Dean's response. Upon receipt of the completed grievance complaint form, the Vice President shall arrange for an interview of the grievant by him/her or his/her designee to be held within eight (8) working days of the filing of the grievance complaint form. At the interview, the grievant will present the complaint in writing. The Vice President may take appropriate steps to address the problem if any is found by the Vice President to exist and the complaint is justified; or, if the Vice President finds that the grievance is unfounded or unwarranted, the Vice President shall so inform the bargaining unit member in writing. The Vice President's decision shall be made in writing to the grievant within eight (8) working days after the interview by the Vice President of Academic Affairs or his/her designee's meeting with the bargaining unit member.

Step 4. The grievant may appeal the decision of the Vice President to the President if the grievant determines that the grievance has not been appropriately resolved. The appeal must be made in writing within eight (8) working days of the Vice President's response. The President will make a written response to the grievant within eight (8) working days of receipt of the appeal.

Step 5. If the grievant determines that the President's response to the appeal is not satisfactory, the grievant may appeal in writing to the Board of Trustees within eight (8) working days of receipt of the President's response. Such appeal shall be communicated to the Board through its secretary. The Board, at its sole discretion, may elect to review or not to review the grievance. If it elects to review the grievance, it may, in its discretion, review same solely on the basis of the record of the prior proceedings of the grievance or it may call the case before the Board for a full or partial hearing, in which event the grievant shall appear at said hearing and respond to any questions the Board may have in the matter. The Board will notify the grievant of its intention regarding review of the grievance within eight (8) working days after the regularly scheduled Board meeting or after a special meeting called for the purpose of considering the request, following the receipt of the appeal to the Board. The decision of the Board of Trustees in all matters relating to the grievance shall constitute completion of the grievance procedure. The Board will notify the grievant of its decision within thirty (30) calendar days of its hearing or review of the appeal. The Board and grievant may, at their individual discretion and expense, have the right to legal counsel.

3. In the case where an alleged grievance is based upon an action of a Dean, or a Vice President, or the designee of one of these individuals, the grievance procedure shall commence at that level and then proceed through the subsequent steps.

4. Except for the notice provisions and all procedures set forth in this Article, strict rules of evidence and requirements of substantive and procedural due process will not apply.

5. The presence of a duly authorized representative of the Faculty Association, as specifically authorized by the grieving bargaining unit member, shall be permitted at Step 2, Step 3, Step 4, and Step 5 of the grievance process outlined in Section 2 of this Article. The Association shall be advised of the results of a grievance taken in Step 2, Step 3, Step 4, and Step 5 unless the bargaining unit member specifically requests confidentiality.

6. Failure by the grievant to process a grievance shall constitute determination of the grievance at the last step to which the grievance was taken.

7. In the absence of a written reply herein being given to the grievant within the time specified, the grievance is considered to be denied and the grievant may submit the grievance to the next level.

8. In an effort to expedite the grievance process, the number of days specified for action in the grievance procedure should be considered a maximum. The time limits specified in Steps 2 through 5 may, however, be extended by the mutual written agreement of the grievant and the representative of the College at each step. Such mutual agreement, however, shall not serve to extend a prescribed time limit by more than a factor of two.

9. All grievances filed shall:

   A. be filed on College supplied forms;

   B. be signed by the grievant;

   C. be specific;

   D. contain a synopsis of the facts giving rise to the grievance;

   E. cite the article, section, and page number of that portion of the Agreement allegedly violated;

   F. contain date of alleged violation; and

   G. specify relief requested.

If the grievance as filed is not in conformance with these requirements, then the College reserves the right to reject the grievance, and such rejection shall not extend the time limitations herein set forth.

10. All formal communications, notices, and papers related to this grievance procedure shall be in writing and served in person or by United States mail.

11. Nothing in this grievance procedure shall preclude the grievant from pursuing available legal processes to review the merits of the grievance after exhaustion of the grievance procedure described herein.

VI. PERSONNEL RECORDS

1. The official personnel records of each member of the bargaining unit shall be kept in secured files and media by the College Human Resource Office. Other working files or records may be kept by staff and administration or the Board, but no punitive action or action related to compensation or job status shall be taken based on material other than that contained in the official personnel records. Such actions may be taken, however, by the College upon material included in the personnel records of a member of the bargaining unit prior to any written response under Section 5 and any appeals to the Vice President for Academic Affairs under Sections 6 and 7 of this Article.

2. Upon appropriate request, a member of the bargaining unit shall have access to his/her personnel records, except for confidential documents to which access is privileged such as credentials, peer evaluations, or letters of recommendation. Such access to the non-confidential information shall be granted by the end of the next working day after such request is received.

3. Upon appropriate request, access to official personnel records may be given to College administrative and supervisory staff with a right and need for information contained therein to discharge their official duties. Additionally, such access may be granted to external agencies with appropriate legal authorization. The access log shall be part of the personnel records and shall not be considered confidential.

4. Upon appropriate request approved in writing by the member whose personnel records the Association seeks to have access to, a duly authorized representative of the Association shall have access to the official records of a member of the bargaining unit, except for confidential documents such as credentials, peer evaluations, or letters of recommendation. A request by a representative of the Association shall be considered appropriate if it is submitted on a form prepared by the College Human Resource Office. This form shall include the name(s) of the duly authorized representative(s), a description of the nature of materials to be made accessible, the dated signature of the bargaining unit member authorizing access, and the period of time for which the authorization for access is granted. Access shall be granted by the end of the next working day after an appropriate request is received.

5. A member of the bargaining unit may file a written response to an item included in his/her personnel records. Such response shall be included in the personnel records.

6. A member of the bargaining unit may request the Human Resource Office to include relevant materials in his/her official records. In the event the request to include materials is refused, the refusal is appealable directly to the Vice President for Academic Affairs, and his decision shall be final. Written notification from the Vice President to the employee shall be included in the official records, and his decision shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above.

7. A member of the bargaining unit may request in writing to the Human Resource Office that materials be removed from his/her personnel records. If the request is not honored, the member shall be so notified in writing. In the event the request for removal is refused, the refusal is appealable directly to the Vice President for Academic Affairs, and his decision shall be final. Written notification from the Vice President to the employee shall be included in the official records, and his decision shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above.

8. Grievance records shall be filed in the official personnel records and shall be treated as confidential with privileged access. Grievance records shall be sealed and access shall be granted only upon the written authorization of the Director of Human Resources, Vice President for Academic Affairs, or President or his/her designee. Upon appropriate request, the member of the bargaining unit shall have access to his/her grievance records. Upon appropriate request, as defined in Section 4 of this Article, a duly authorized representative of the Association shall have access to grievance records. Such access by the bargaining unit member or the duly authorized representative will be granted by the end of the next working day after appropriate request is received.

9. The Human Resource Office may require certified transcripts for any course and degree work claimed as a basis for setting compensation or determining qualifications for inclusion in the official records as a condition for employment or release of compensation.

10. Materials placed in a unit member's official records shall not be removed for two (2) years after placement without the knowledge of the member.

VII. COPYRIGHTS AND PATENTS

1. Purpose

   This Article is intended to protect the interests of a member of the bargaining unit whose originality may yield monetary rewards while at the same time protecting the interests of the College and the community it represents.

2. Definition of Terms

   As used in this Section, the following terms have the meaning indicated:

   A. "Inventions" means all devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.

   B. "Written materials" means all instructional, literary, art, dramatic, and musical materials or works, computer programs, and all other materials, published or unpublished, whether or not copyrighted or copyrightable.

   C. "Recorded materials" means all sound, visual, audiovisual, films or tapes, videotapes, kinescopes, or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.

   D. "Materials" means written materials and recorded materials.

   E. "College support" means release time, grant money, equipment, material, that which is developed as part of the bargaining unit member's course of duties, or other non-incidental financial or material assistance. The significance of College assistance will be determined by a Copyright and Patent Committee subject to review by the College President or his/her designee and the Board of Trustees.

   F. "Net proceeds" means gross receipts therefrom (including rents, royalties, dividends, earnings, gains, and other sale proceeds) less all costs, expenses, and losses paid or incurred by Johnson County Community College in connection therewith (including all direct costs and expenses, indirect costs and expenses, as allocated and determined by the College and the costs and expenses of obtaining and securing patents or copyrights and all attorney's fees).

   G. "Commissioned" means specific projects, works, or products contracted for by the College with an individual or group of individuals for a time specified in the commission contract.

3. Inquiry to the Copyrights and Patents Committee

To ascertain whether any inventions or materials members of the bargaining unit are planning to prepare, preparing, or have prepared, will be considered College supported, as set forth in this policy, a bargaining unit member initiates an inquiry to the College Committee on Copyrights and Patents, hereafter called the "Committee" to which inquiry the Committee will respond. The Committee shall be appointed by the President and shall consist of five members: two administrators, two bargaining unit members, and one member selected from the Directors of the Johnson County Community College Foundation. An administrator shall serve as chairman of the Committee and shall moderate at all meetings and shall keep a record of the meetings of the Committee and its decisions.

The burden of responsibility for seeking agreement concerning the ownership of all inventions and materials developed by a bargaining unit member shall be on the bargaining unit member.

4. Ownership and Equity

The following shall be used as a guideline in determining the ownership, use, and distribution of proceeds from inventions and materials as defined in Section 2 above.

A. The Johnson County Community College recognizes that ownership and proceeds resulting from materials and inventions when not commissioned by the College, and the preparation of which were not supported or assisted in any non-incidental way by the College, belong to those who created such materials and inventions.

B. The College further recognizes that materials and inventions may be produced by a bargaining unit member under College support as part of a member's course of duties, release time, grant money, equipment, or other material or financial assistance.

C. The legal title to all materials and inventions as defined in Section 2 above shall be held by Johnson County Community College when developed through College support or when commissioned, subject to the provisions of Sections 4.D. and 5 of this Article; provided, however, materials and inventions produced under grants from the federal government or other agency, public or private, shall be subject to the conditions of the contract or grant with respect to ownership, distribution and use, and other residual rights, including net proceeds; and provided further, ownership to written materials generated as a result of individual initiative, and not as a specific College assignment, and where only incidental use of College facilities or resources are employed should normally reside with the author.

Where feasible, formal statutory copyrights shall be obtained for materials in the name of Johnson County Community College. In the case of patents, all applications shall be accompanied by appropriate assignments to assure ownership in the community college.

D. If a bargaining unit member requests in writing that the College produce or have produced inventions or materials developed by the bargaining unit member with College support and approval and the College declines to produce or have produced these inventions or materials, the College may transfer its right to the bargaining unit member so that the bargaining unit member may produce or have produced these inventions and materials for sale without reference to the College's name.

5. Distribution of Proceeds

A. Net proceeds resulting from inventions and materials shall, as between the Johnson County Community College and the bargaining unit member involved, be divided as follows:

i. Twenty-five percent of all net proceeds from the sale or licensing of College supported written materials will go to the College and 75 percent will be retained by the originating bargaining unit member.

ii. Seventy-five percent of all net proceeds resulting from the sale or licensing of College supported recorded materials and inventions will go to the College and 25 percent will be retained by the originating bargaining unit member.

B. When the College commissions the development work, the College shall have all rights to the proceeds in inventions and materials, except as otherwise specified in writing in the commission contract.

6. Inventions and Materials Developed by Consulting Work

Inventions and materials made or developed solely in the course of consulting work performed by a bargaining unit member for outside organizations, for which written approval of the President of the College or his/her designee has been obtained, shall not be considered as having been College supported or College commissioned; and all rights to such inventions and materials, other than those involving the non-incidental use of College funds or facilities, shall remain with the individual unless otherwise provided in the President's approval.

7. College Use of Income from Copyright and Invention Proceeds

   The College share of income derived from proceeds in any materials and inventions will be used at the discretion of the Board of Trustees.

8. Releases

   The bargaining unit member shall be responsible for obtaining appropriate written releases from individuals identified in, or in some manner requested to participate in the creation of College supported materials. Written statements shall also be obtained from appropriate College personnel indicating that to the best of his/her knowledge, any of the materials developed do not infringe on existing copyrights, or other legal rights.

9. Transfer of Rights

   The College may at its discretion, assign, transfer, lease, or sell all or part of its legal rights in inventions and materials.

10. Net proceeds derived from the sale of all inventions and materials developed after June 30, 1984 by a member of the bargaining unit to Johnson County Community College students, where purchase by students is required, shall be donated to the Johnson County Community College Foundation.

VIII. REDUCTION IN FORCE

1. The College has the sole discretion to establish, add, delete, or change its employment needs including specifically all positions included within the bargaining unit; provided, however, any wholesale or massive changing of positions by the College, the sole purpose of which is to reduce the bargaining unit, is not authorized under this Section.

2. In the event that a reduction in force becomes necessary, in the sole discretion of the College, members of the unit whose positions are eliminated will be considered for transfer to similar positions in the same or other divisions should there be vacancies at the time the reduction in force takes effect for which the person is qualified and can meet posted job requirements.

3. In the event a reduction in force becomes necessary, members of the bargaining unit in a given discipline area will be reduced on the basis of their qualifications and seniority.

   A. "Seniority" shall be weighted at 40%; and "qualifications" shall be weighted at 60% and shall be determined one third on the basis of degrees related to the position being eliminated and credit hours related to the position being eliminated, one third on the basis of previous experience related to the position being eliminated, and one third on the basis of evaluations.

   B. "Seniority" shall be defined as continuous, full-time, uninterrupted employment at the College after completion of an initial probationary period.

   C. Members of the bargaining unit who are on probation would be released before the reduction in force policy would be applied to members not on probation.

   D. Evaluations will include administrative, student, and self evaluations.

   E. Relatedness of degrees and credit hours to the position being eliminated and relatedness of previous experience to the position being eliminated shall be determined by the branch administrator at the time the reduction in force policy is to be applied in the same manner as that used for determination of qualifications for initial placement on the salary schedule as outlined in Article XI, Salaries.

4. Provisions for recall are outlined below.

   A. A non-probationary member of the bargaining unit who has been laid off according to Section 3 of this Article from a bargaining unit position will, as provided in Paragraph E of this Section, be offered recall to the specific bargaining unit position from which he/she was laid off if that specific position becomes available.

B. A non-probationary member of the bargaining unit laid off according to Section 3 of this Article from a bargaining unit position will, as provided in Paragraph E of this Section, be offered recall to a bargaining unit position with the same job responsibilities and duties from which he/she was laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available.

C. In the case that more than one non-probationary members of the bargaining unit are laid off from identical bargaining unit positions at the same time, members will, as provided in Paragraph E of this Section, be offered recall in an order determined by the College using the criteria outlined in Section 3 of this Article to comparable bargaining unit positions with the same job responsibilities and duties from which they were laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available.

D. Non-probationary members of the bargaining unit who are laid off according to the provisions of Section 3 of this Article will, as provided in Paragraph E of this Section, be given first preference in reverse order of layoff for vacancies in other bargaining unit positions for which they are qualified and can meet all posted job requirements.

E. The offer for recall by the College and the acceptance of the offer by the bargaining unit member must be made within twenty-two (22) months from the date the bargaining unit member was laid off. Thereafter, the provisions of this Article shall expire as to such member. The effective date for the bargaining unit member to return to the position offered by the College may be up to twenty-four (24) months from the date the bargaining unit member was laid off.

F. The College President or his/her designee may grant exceptions to the provisions of Section 4 of this Article if determined to be in the best interest of the College.

IX. WORKLOAD

1. All members of the bargaining unit will normally be expected to work a forty- (40) hour week

2. All members of the bargaining unit whose primary responsibility is classroom instruction will normally be assigned 15 load-hours per semester or 30 load-hours per academic year.

3. Load-hours will be determined by assigning the following factors for each weekly contact hour in the specified instructional formats:

A.	General Lecture/Discussion/Demonstration	1.00
B.	Integrated Lecture/Laboratory and Integrated Lecture/Studio	.75
C.	Alternative Delivery	.50-1.25
D.	Instructional Laboratory/Studio	.60
E.	Open Laboratory/Studio	.50
F.	Activity	.50

The following definitions shall be used in determining instructional workload assignments:

A. General Lecture/Discussion/Demonstration--formal presentation of material by instructor, traditional classroom lecture, or lecture/demonstration. The instructor must be continuously engaged and not simply passive or present for assistance if called upon.

B. Integrated Lecture/Laboratory and Integrated Lecture/Studio--no distinction made to separate lecture and laboratory/studio. The instructor must be continuously engaged and not simply passive or present for assistance if called upon. Instructor plans and supervises/directs student work.

C. Alternative Delivery--prepared courses not requiring a traditional class meeting schedule; may include self-paced courses, T.V. courses, computer-assisted instruction, and courses by arrangement.

D. Instructional Laboratory/Studio--separate laboratory/studio necessary to complete the course. The instructor plans and supervises/directs student work. The instructor must be continuously engaged and not simply passive or present for assistance if called upon.

E. Open Laboratory/Studio--students perform tasks as largely self-directed activity. The instructor is present, monitors student activity, and provides individual instruction/assistance.

F. Activity--students practice explained tasks with overall instructor supervision.

G. Contact Hour--the actual in-class time per week.

4. The president or his/her designee may approve load-hour factors higher than those listed in Section 3 to account for other instructional variables that require extraordinary effort of the bargaining unit member.

5. The President or his/her designee may approve a reduced credit hour load in any semester so as to prevent the student contact hour load from exceeding 24 contact hours per semester.

6. The president or his/her designee may approve a lighter or heavier than average load in a given semester if, in the subsequent semester of the same academic year, it is mutually agreed to adjust the load in an opposite compensating direction.

7. If an instructor's total number of load hours falls between 14.5-15.5 per semester or 29.0-31.0 per academic year, such load may be considered equivalent to the norm specified in Section 2 of this Article.

8. The President or his/her designee may grant credit toward the regular teaching load for special assignments which he/she deems to be in the best interest of the College

9. The President or his/her designee may grant exceptions to the above workload formulae.

10. All full-time instructional staff will maintain a minimum of five (5) conference hours on campus per week at a time convenient to students, or additional conference hours as required to meet their professional responsibilities to students.

11. Teaching assignments in excess of the normal workload assignments as defined herein will be treated as overload. Overload assignments in excess of one class (maximum of five load-hours) will require approval by the President or his/her designee.

12. Instructors and/or Instructor/Career Program Facilitators will not be required to act as direct enrolling personnel of the Admissions Office. This is not to state that Instructors and/or Instructor/Career Program Facilitators will be excused from providing information as required by the Admissions Office from time-to-time or performing record keeping as from time-to-time determined necessary by the College.

13. Instructors whose teaching assignments require in excess of three instructional preparations in a semester will be compensated at the rate of $500 for each preparation in excess of three (3). Any fraction of a preparation will normally be compensated at a prorated rate.

X. LEAVES

1. Vacation Leave

   A. Full-time members of the bargaining unit who are paid on the basis of hours worked shall accrue vacation time as follows: eight (8) straight-time hours per month worked for the first sixty (60) months worked; ten (10) straight-time hours per month worked for the sixty-first (61) through the eighty-fourth (84) month worked; and twelve (12) straight-time hours per month worked thereafter.

   B. Full-time members of the bargaining unit who are paid on a salaried basis and are employed on a twelve- (12) month contract shall accrue one and one-half (1.5) days per month worked. Members of the bargaining unit who are employed on a nine- (9) or ten- (10) month salaried contractual basis shall not earn or accrue vacation leave.

   C. Vacation shall be accrued on a monthly basis. In determining the accrual of vacation time, the fifteenth (15) day of the month shall be considered the vesting date. An employee beginning on or before the fifteenth (15) day of the month will be granted accrual for that month; and an employee beginning after the fifteenth (15) will not. An employee separating on or after the fifteenth (15) day of the month will be granted accrual for that month; and an employee separating before the fifteenth (15) will not.

   D. Eligible members of the bargaining unit may accrue up to thirty-six (36) vacation days of eight- (8) hour working days.

   E. Vacation time must be scheduled with the approval of appropriate supervisor according to procedures established by the College and maintained through the Human Resource Office. Vacation may not be taken in advance of accrual.

   F. Vacation days presently accrued by members of the bargaining unit at the time this agreement is signed shall be valued at the rate of pay when earned and the value of the day so earned shall not change. Use of leave will be on a first-in, first-out basis. A faculty member who has accrued vacation days may draw upon them in the event accruals earned after the signing of this agreement shall be insufficient to meet approved requested vacation leave.

   G. A separating member of the bargaining unit will be paid for unused vacation time which has been accrued up to but not exceeding the accrual limit. Such compensation shall be in one settlement and shall be paid less the following:

      i. All local, state, and federal withholding requirements;

      ii. Overpayment of salary or benefits;

iii. Theft losses attributed to separating person; and

iv. Failure of separating person to return College property in his or her custody or possession.

2. Holidays

A. The College will observe no less than ten (10) fixed eight-hour holidays per fiscal year beginning July 1 and ending June 30.

B. Full-time members of the bargaining unit will not normally be expected to work on fixed holidays.

C. Only a full-time member of the bargaining unit paid on the basis of hours worked or employed on a twelve- (12) month contract shall receive holiday pay at the regular straight-time rate to the extent he/she would have been regularly scheduled to work had the holiday not occurred, provided that said faculty employee works the scheduled shift immediately preceding and following this holiday. Other approved leaves, if occurring immediately before or after the holiday, shall be considered as time worked for the purpose of interpreting this policy.

D. In those cases when a member of the bargaining unit is required to work on a fixed holiday, the College shall either designate an alternate day as a paid holiday or pay the employee double time for the holiday time worked instead of granting time off at straight-time pay.

E. In addition to fixed holidays, each member of the bargaining unit who is employed on a twelve- (12) month contract or is paid on the basis of hours worked will be granted three (3) paid eight-hour floating holidays per year. The College may designate these floating holidays for any or all employees on a year-to-year basis. Members of the bargaining unit who are employed on a nine- (9) or ten- (10) month salaried or contractual basis shall not be granted floating holidays.

3. Personal Day

After six (6) months of employment, all members of the bargaining unit shall receive one (1) personal day of eight (8) hours each in each half of the regular contract work year. Members of the bargaining unit who are classroom instructors may take their personal day only as a full eight- (8) hour day. Members of the bargaining unit who are not classroom instructors may take their personal day as a full eight- (8) hour day or as two (2) four- (4) hour half days. A personal day or half day may not be scheduled during the first week of any given semester or graduation day. These days must be scheduled with the immediate supervisor on forms provided by the College. Personal days are non-cumulative and must be taken in the

half of the regular contract work year in which each is granted. Separating employees shall not be reimbursed for personal days not taken.

4. Personal Illness/Sick Leave

   A. Sick leave may be taken only to the extent that it is actually accrued. Sick leave may be used only for personal illness/ disability except where otherwise specifically provided elsewhere in this Agreement.

   B. A member of the bargaining unit may not use sick leave for any time for which a claim is made under College income protection program(s). A member of the bargaining unit shall not be compensated for unused, accrued sick leave.

   C. Each member of the bargaining unit shall receive one (1) sick day of eight (8) straight-time hours per month worked.

   D. A certificate from an employee's doctor may be requested, at the discretion of the principal administrator of the Human Resource Office, to verify an illness or to ensure that the employee has sufficiently recovered to return to work. The College reserves the right to designate and seek the advice of a doctor of its own choosing to verify the same. In the event that the College exercises this right, it shall pay for the designated consultation.

   E. Long-term leaves of absence due to illness, which shall be defined at 180 calendar days or more shall not be considered as service time, but shall not be considered a break in service as long as the person is on sick leave, disability pay, or a leave under any other section of this Agreement.

5. Bereavement or Critical Illness of Family Members

   A. In the case of death(s) in the "immediate family" of a member of the bargaining unit, up to five (5) days leave of eight (8) hours each per bereavement without loss of pay may be approved by the appropriate immediate supervisor.

   B. An employee may be granted the privilege of using up to five (5) days per year of his/her sick leave for absence due to illness in his/her "immediate family" or attending funerals for those outside of the immediate family.

   C. "Immediate family," for the purpose of this Section of this Article, will be interpreted to mean the spouse, child, father, father-in-law, mother, mother-in-law, grandparent, sister,

brother, sister-in-law, brother-in-law, grandchild, daughter-in-law, son-in-law, or other person who occupies such position within the family, or a person living in the same household.

D. Leave, under this Section 5, is at the discretion of the President or his/her designee and does not accrue.

6. Childbirth Leave

A. A leave of absence shall be granted for maternity purposes. Such leave for childbirth shall be treated as a temporary disability. The employee may elect to utilize her accumulated sick leave during her period of disability. Sick leave will be paid only for the time period in which a physician certifies the employee to be disabled, and only to the extent of the number of days accrued. The employee shall also have the privilege of taking any accrued vacation leave.

B. Childbirth leave shall otherwise be without pay except to the extent provided by sick leave and/or vacation leave, and salary protection benefits.

C. Childbirth leave in excess of 180 calendar days shall not be considered as service time, but shall not be considered a break in service.

7. Child Rearing Leave

A. A member of the bargaining unit may be granted a child rearing leave of absence without pay to rear a newborn child or an adopted child under the age of three (3) years, not to exceed one (1) year. The granting of such is at the discretion of the President or his/her designee.

B. Such child rearing leave may be extended up to one (1) additional year at the discretion of the Board of Trustees, provided that written request is made for such extension at least sixty (60) days prior to the end of the initial leave period.

C. At the end of a child rearing leave of absence, the employee will be considered for return to employment at the College upon availability of a position. The work assigned may be either in the area he/she left or in a related area for which he/she is considered qualified by the College administration. Employment and the work assignment will be at College discretion.

D. In order to be eligible for consideration for a child rearing leave of absence, an employee who desires such leave shall notify his/her immediate supervisor in writing with a copy to the Human Resource Office as soon as he/she has knowledge of an intent to

apply for a child rearing leave, but at least sixty (60) days before such leave is proposed.

E. A member of the bargaining unit who postpones or delays requesting a child rearing leave in order to first obtain sick leave benefits shall not be eligible for consideration of a child rearing leave of absence.

F. A child rearing leave of absence for teaching faculty shall end at the beginning of a fall or spring term or summer session. An approved child rearing leave of absence for a non-teaching member of the bargaining unit shall end at the date designated in the leave, provided 1) it ends within one calendar year from the date the leave commenced and 2) the said employee gives his/her immediate supervisor at least sixty (60) days written notice in advance of his/her proposed return.

G. Absence on child rearing leave shall not be considered a break in service if less than one year but the period of the leave shall not be considered as service time at the College.

8. Jury Duty and Subpoena

A. A member of the bargaining unit who is summoned to court to perform jury duty, or who is subpoenaed to appear in matters in which he/she has no personal or pecuniary interest shall suffer no loss of salary/wages thereby, provided that the employee remits to the College any sums of money received in compensation in excess of what the College administration determines are reasonable expenses for such duty or attendance; and further provided that notice is given to the immediate supervisor of the dates of absence upon receipt of a summons or subpoena.

B. A subpoenaed member of the bargaining unit shall attempt to arrange the court appearance to interfere minimally with regularly assigned duties.

9. Military and National Service Leave

A. A member of the bargaining unit who leaves his/her position for extended compulsory active duty in the military service of the United States during a state of war or national emergency, or for periods of required military training, shall be granted a military leave without pay for the duration of his/her commitment in accordance with the terms of applicable laws.

B. Reinstatement of Returning Veteran

1. Such employee shall be entitled to return to his/her original position or another position for which the College

considers him/her qualified at the first available opportunity.

ii. A returning veteran will be reinstated at the same rate of pay he/she would have received had employment been uninterrupted. Military service shall not be considered a break in service and shall be counted toward seniority at the College. If an employee has not completed any required probationary period at the time of being called into active service, such employee shall be required to complete it upon return.

C. Extension of Military and National Service

The Board of Trustees reserves the right to deny extension of leave to those remaining in military service beyond the obligatory period.

10. Inclement Weather Days

A member of the bargaining unit who does not report for work due to inclement weather conditions will have the privilege of charging such leave of absence to a personal day or vacation leave, if such days have not been used previously. If used previously, the member not so reporting to duty will be reduced in pay for such day or days.

11. Extraordinary Leave

A. The President or his/her designee may grant a leave of absence with or without pay not to exceed ten (10) working days upon the request of a member of the bargaining unit.

B. Upon the request of a member of the bargaining unit, the President or his/her designee may recommend a leave of absence with or without pay, not to exceed one (1) year, for approval by the Board of Trustees. The terms and conditions of such leave shall be stated in writing.

12. Sabbatical Leave

A. Purpose

A sabbatical leave may be granted for any activity which, in the judgment of the Board, will contribute to personal and professional growth. It will be the responsibility of the staff member to demonstrate clearly how a particular work, study, or travel plan will accomplish this objective. The proposal will be set forth in writing on such forms as the administration shall from time-to-time determine.

B. Definition of Terms

i. A "salaried staff member" or "salaried staff employee" means an employee of the College who is paid on the basis of a nine- (9) or ten- (10) month contract or a full-time contract or is not paid on an hourly basis.

ii. "Six years of continuous full-time employment" as used in this Sabbatical Leave Policy means six (6) continuous years of employment by an eligible employee completing his/her nine- (9) month, ten- (10) month, or twelve- (12) month contract, without interruption, except as hereinafter defined or otherwise specified in the contract. To be eligible for consideration of a sabbatical leave, an employee must have completed the six- (6) year period as defined herein on or before the commencement of the requested sabbatical leave. An approved, uncompensated long-term leave (of more than one month) shall not be counted towards the six (6) years required for sabbatical leave eligibility.

C. Eligibility

i. The Board may grant sabbatical leave in their sole discretion to salaried staff members.

ii. During the sixth year of service, or any later year, a salaried staff member is entitled to apply for sabbatical leave.

iii. Sabbatical leave is non-cumulative; as an example thereof, a salaried staff member who has twelve (12) uninterrupted continuous full-time years of employment with the College will not be entitled to two sabbatical leaves.

iv. A person who has received a sabbatical leave shall not be eligible to begin another sabbatical leave until he/she has completed six (6) years of continuous full-time service as herein defined.

D. Conditions

i. A plan for the period of the leave shall accompany the request for leave which shall be in writing and directed to the President for his/her consideration and that of the Board. Sabbatical leaves are granted at the regular salary for one-half the contract work year of the bargaining unit member less the number of earned vacation days during that period or one-half salary for the full contract work year of the bargaining unit member less the number of earned vacation days during that period. Any

days in excess of the number of working days in a regular semester shall be specified in the approved sabbatical plan. Regular salary is defined as the salary being paid at the time the leave begins or salary that would have been received if the staff member were assigned regular duties at that time. In the event the period covered by the sabbatical leave spans more than one fiscal year, a staff member will be eligible for consideration for any Board approved salary adjustments upon return from sabbatical.

ii. Life insurance, health and dental insurance, disability insurance, and tax sheltered annuities shall continue during the sabbatical leave on the basis of the regular base salary to the extent permitted by the applicable insurance carrier and as provided by the College for members of the bargaining unit; however, other benefits and all provisions of this Agreement relating to any other leave shall not apply.

iii. Failure to meet the terms and conditions imposed in the sabbatical leave will obligate the person to reimburse the College for salary and fringe benefits paid on the employee during the leave. Such reimbursement shall be made within thirty (30) days from notice of the President or his/her designee for repayment.

iv. A staff member receiving a sabbatical leave is required to return to Johnson County Community College for a period of one contract year following the sabbatical leave. Failure to do so could mandate that the staff member reimburse the College for salary paid to the employee and fringe benefits paid on the employee's behalf.

v. A full written report by the employee on sabbatical leave regarding the use of the sabbatical leave is to be presented to the appropriate Dean for approval and President or his/her designee for approval. The date of said report to be as fixed and determined by the sabbatical leave conditions as they are individually set with each member.

vi. The staff member will take the leave the year it is granted. The College may, at its discretion, however, offer to grant the requested sabbatical at a time more convenient to the College.

vii. In those cases where a staff member applies for and receives a sabbatical leave and is employed for work approved by the College, the payment from College funds (even though entitled to sabbatical leave conditions or

half salary) shall be no more than the difference between staff member's College salary and the salary received during the outside employment, provided, however, in the event the employee shall receive payment compensation from the outside employer in an amount the same as or more than his/her College contract, no salary will be paid by the College.

E. Number of Staff on Sabbatical Leave

The number of salaried staff released each year for sabbatical leave will be annually determined by the President or his/her designee as approved by the Board.

XI. SALARIES

1. All members of the bargaining unit paid on the basis of the Instructional Salary Schedules, that is, all regular, full-time instructors, instructor/career program facilitator, counselors, librarians, and the Career Planning and Placement Center Advisor shall be paid on the basis of the schedules reflecting relevant education, the number of months employed during the College's fiscal year, and other criteria that might be determined by the College.

2. The base salary of those full-time members of the bargaining unit paid on the basis of the Instructional Salary Schedules whose beginning date of employment is on or after July 1, 1990, shall be determined by applying the criteria for placement within range set forth in Appendix B of this Agreement, except as limited by other provisions of this Article.

3. The job-related qualifications of any member of the bargaining unit hired on or after July 1, 1990, whose position qualifies for placement on the Instructional Salary Schedules will be considered by the President or his/her designee when determining the initial salary. The following guidelines will be considered when determining placement on the Instructional Salary Schedules.

   A. Ordinarily, a member of the bargaining unit paid on the basis of the Instructional Salary Schedules will not earn less than the minimum of the range for which he/she might qualify nor more than the maximum of the range for which he/she might qualify. An individual's salary may be outside the salary range for that individual's degree/contract length.

   B. A certified transcript showing the degree conferred must be supplied to the Human Resource Office by the bargaining unit member for the degree to be considered for initial salary determination purposes. As determined by the President or his/her designee, the degree must be relevant to the discipline area to which the member of the Instructional Salary Schedule is assigned and must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.

      i. The salary range designated "Bachelor's" requires a Bachelor's degree.

      ii. The salary range designated "Master's" requires a Master's degree. Also included is the S.T.L. degree.

      iii. The salary range designated "Specialist" requires an Ed.S., D.D.S., J.D., or 30 graduate hours earned beyond a Master's degree determined by the President or his/her designee as relevant to the teaching area.

      iv. The salary range designated "Doctorate" requires a Ph.D., Ed.D., L.L.M., D.A., D.N.S., M.D.S., or D.B.A.

v. Individuals without at least a Bachelor's degree will be placed in the salary range for a Bachelor's degree, but will be subject to a minimum base salary that is $1,000.00 lower than the corresponding minimum for a Bachelor's degree.

C. The President or his/her designee may, in an unusual situation, as determined by the President or his/her designee, place an individual at a higher salary.

4. Effective July 1, 1990, each member of the bargaining unit paid in 1989-90 on the basis of the Instructional Salary Schedules will receive a base salary increase for 1990-91, determined as follows, except as limited by other provisions of this Article. The base salary of a member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.1 will be increased by 4% of his/her 1989-90 base salary.

5. Effective July 1, 1991, each member of the bargaining unit paid in 1990-91 on the basis of the Instructional Salary Schedules will receive a base salary increase for 1991-92, determined as follows, except as limited by other provisions of this Article. The base salary of a member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.2 will be increased by 3.5% of his/her 1990-91 base salary.

6. Effective July 1, 1992, each member of the bargaining unit paid in 1991-92 on the basis of the Instructional Salary Schedules will receive a base salary increase for 1992-93, determined as follows, except as limited by other provisions of this Article. The base salary of a member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.3 will be increased by 3% of his/her 1991-92 base salary.

7. The base salary of a member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendixes A.1, A.2, and A.3 shall not be raised above the established maximum for the appropriate range.

8. A bargaining unit member paid on the basis of the Instructional Salary Schedules and anticipating the completion of an advanced degree that might qualify him/her for consideration for placement on a higher salary range must send the President or his/her designee a written request for placement at such higher range at least six (6) months in advance of receipt of the degree for the degree to be considered for application toward a possible salary adjustment. Approval by the President or his/her designee will not be automatic, but will be based on an assessment of the relevance and value of the degree to the member's job assignment. A certified transcript for any such degree conferred must be supplied to the Human Resource Office by the unit member. The degree must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.

9. The College retains the right, among others, to review and adjust individual degree and experience qualifications claimed for salary purposes by members of the bargaining unit. Changes in placement to a higher salary range will only occur effective July 1 of the following fiscal year.

10. A member of the bargaining unit who is paid on the basis of the Instructional Salary Schedule will receive a one-time-only adjustment to his/her regular base salary for an advanced degree awarded during the life of this Agreement which qualifies him/her for placement on a higher salary range and subject to the provisions of Sections 8 and 9 above, as follows:

    i. Members of the bargaining unit will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.

    ii. Members of the bargaining unit who are awarded a Master's degree (as defined in Section 3.B.ii. of this Article) will receive an adjustment of $1,000.00 to base salary.

    iii. Members of the bargaining unit who complete a Specialist degree (as defined in Section 3.B.iii of this Article) will receive an adjustment of $1,250.00 to base salary.

    iv. Members of the bargaining unit who complete a Doctorate degree (as defined in Section 3.B.iv. of this Article) will receive an adjustment of $1,500.00 to base salary.

11. A person starting employment after the commencement of regular nine- (9), ten- (10), or twelve- (12) month contract periods shall be paid on a prorated basis, reflecting the number of working days remaining in the fiscal year.

12. Members of the bargaining unit who teach credit courses as overload (not taught during the summer) in addition to their full-time, yearly contract will be paid per credit hour as follows:

First semester at JCCC	$350
Third semester at JCCC	$375
Seventh semester at JCCC and thereafter	$400

The President or his/her designee may determine an amount that is an exception to the above specified amount.

13. Members of the bargaining unit who teach credit courses during summer school in addition to their full-time, yearly contract will be paid per credit hour as follows:

	Bachelor	Master	Specialist	Doctorate
First semester at JCCC	$375	$400	$425	$450
Third semester at JCCC	$400	$425	$450	$475
Fifth semester at JCCC	$425	$450	$475	$500
Seventh semester at JCCC and thereafter	$450	$475	$500	$525

The President and his/her designee may determine an amount that is an exception to the above specified payment.

14. Bargaining unit members requested to substitute in the classroom shall be compensated at the rate of $20.00 per contact hour when substituting for Instructors or Instructor/Career Program Facilitators. Such assignment shall be at the discretion of the College.

15. A member of the bargaining unit who is paid on the basis of the TV Producer/Directors Salary Schedule, as specified in Appendix D, will receive a one-time-only adjustment to his/her regular base salary for an advanced degree awarded during the life of this Agreement, subject to the following provisions, with the exception that in no case shall the bargaining unit member's salary be adjusted above the appropriate maximum of the TV Producer/Directors Salary Schedule at the time the adjustment is made.

    A. A bargaining unit member paid on the basis of the TV Producer/Directors Salary Schedule and anticipating the completion of an advanced degree that might qualify him/her for consideration for salary adjustment must send the President or his/her designee a written request for placement at such higher range at least six (6) months in advance of receipt of the degree for the degree to be considered for application toward a possible salary adjustment. Approval by the President or his/her designee will not be automatic, but will be based on an assessment of the relevance and value of the degree to the member's job assignment. A certified transcript for any such degree conferred must be supplied to the Human Resource Office by the unit member. The degree must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.

    B. Salary adjustments will only occur effective July 1 of the following fiscal year.

    C. A member of the bargaining unit who is paid on the basis of the TV Producer/Directors Salary Schedule will receive a one-time-only adjustment to his/her regular base salary for an advanced degree

awarded during the life of this Agreement and subject to the provisions of Sections 15, 15.A., and 15.B. above, as follows:

i. Members of the bargaining unit will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.

ii. Members of the bargaining unit who are awarded a Master's degree (as defined in Section 3.B.ii. of this Article) will receive an adjustment of $1,000.00 to base salary.

iii. Members of the bargaining unit who complete a Specialist degree (as defined in Section 3.B.iii of this Article) will receive an adjustment of $1,250.00 to base salary.

iv. Members of the bargaining unit who complete a Doctorate degree (as defined in Section 3.B.iv. of this Article) will receive an adjustment of $1,500.00 to base salary.

16. For regular, full-time members of the bargaining unit who are not paid on the Instructional Salary Schedules, that is, all TV Producer/Directors and Instructional Aides, the following salary guidelines are used for hiring new members.

A. Those full-time members of the bargaining unit who are Instructional Aides and who are paid on the basis of the number of hours worked shall be compensated at a rate consistent with that provided for in Appendix C.

B. Those full-time members of the bargaining unit who are paid on a contractual basis but who are not paid on the basis of the Instructional Salary Schedules will be compensated at a rate consistent with that provided for in Appendix D.

17. All members of the bargaining unit not paid in 1989-90 on the basis of the Instructional Salary Schedules will be paid as specified in Appendix E.

18. Directed study (independent study or courses offered by arrangement) with fewer than 10 students will not be considered part of the instructional load but will be compensated on a fixed rate per student credit hour (1990-93 rate = $50 per student credit hour).

19. The total amount of compensation for honors contracts for any semester shall not exceed $1,200.00. Compensation for honors contracts shall be compensated in 1990-93 as follows:

One hour contract - 1 student	$400
One hour contract - 4 students	$925 ($400+$175x3)
Two hour contract - 1 student	$800
Two hour contract - 4 students	$1,200 ($800+$175x3) maximum rate

XII. DISTINGUISHED SERVICE

1. Purpose

   The Distinguished Service Plan is intended to provide a systematic means for recognizing and rewarding excellence in job performance

2. Eligibility

   All bargaining unit members who have completed five years of full-time experience at Johnson County Community College as a member of the bargaining unit shall be eligible for nomination to participate in the Distinguished Service Plan. However, any individual has the right not to participate in this plan.

3. Conditions

   A. The Individual Development Plan (IDP) will continue to be part of an ongoing formative evaluation used to enhance an individual's professional growth. It will not be used as part of the summative evaluation for distinguished service unless included by the applicant.

   B. In general, applications for distinguished service should not include activities that have been or are being financially rewarded by the College beyond the applicant's base salary.

   C. The Distinguished Service Plan is an active plan for which an individual will be required to provide designated written information as part of the application following supervisor, peer, or self nomination. A nomination form must be filed with the Office of the Vice President for Academic Affairs.

   D. Criteria for distinguished service shall be as follows, with the designated weights by category being applied.

Basic Job Responsibilities	65%
Divisional Responsibilities	15%
Institutional/Community	10%
Professional Growth	10%

   Items included under basic job responsibilities shall be based on the job description relevant to each position title in the bargaining unit, and emphasis under this category shall include innovation.

   E. Evaluation forms (supervisor, self, and peer) used for determining distinguished service shall include the criteria listed in 3.D. above. Student evaluations shall only be used if applicable to the bargaining unit member's position title and only for the basic job responsibilities criteria category.

F. Distinguished Service awards shall be granted subject to the following criteria:

i. Awards shall be made for a two-year period.

ii. A recipient of a two-year award may reapply for continuation of the award.

iii. Each recipient will receive a fixed-dollar amount which shall not be less than $2,000.00 annually.

iv. The award will be paid in one lump sum each year.

v. The award will not become part of the recipient's base salary.

4. Selection of Distinguished Service Recipients

The President of the College shall choose an external judge to select award recipients from the pool of applications. The Faculty Association shall provide input to the President regarding the selection of the judge, and such input shall be considered by the President in the selection thereof. The College shall pay the expenses of the judge. The judge will determine which applications from the pool will be recommended to the President for distinguished service. The judge shall make his/her determination solely on the basis of the written application and supporting materials. The confidential recommendations of the judge shall not be grievable.

5. Procedures

The procedures for the Distinguished Service Plan are as follows:

i. Applications must be submitted by September 15 of any given year.

ii. Applications will cover a two-year period ending with activities performed by the previous June 30.

iii. An applicant will submit a portfolio consisting of an application form, evaluation forms, supporting letters if applicable, and any other related materials.

iv. The confidential recommendations of the judge will be forwarded to the College President on or before November 1.

v. The College President shall, after consideration of the judge's confidential recommendation, announce the awards.

vi. The annual stipend shall be awarded the following January.

6. Number of Bargaining Unit members Receiving Awards

The number of bargaining unit members to be awarded distinguished service will be annually determined by the College President or his/her designee in consultation with the external judge and approved by the Board.

XIII. BENEFITS

1. The Board of Trustees reserves the right to amend from time-to-time the specific terms of coverage provided in benefits. The Board further reserves the right to select and designate, where applicable, the insurance carrier(s) and servicing agents. The Board shall also have the right to vary coverages and benefits set forth in Sections 2, 3, 4, 5, and 6 hereof, provided however, complete abolition of any such benefits may only occur after the matter is negotiated with the Association.

2. The College shall provide a flexible benefit plan for full-time bargaining unit members covered by this Agreement, terms of which shall be established by the College.

   Each full-time bargaining unit member shall receive a fixed monthly contribution amount per eligible employee plus a percentage of gross base salary to be used to purchase various benefit options. Such amounts shall be established as follows:

   Contract year 1990-91 - $260 + 5.5%
   Contract year 1991-92 - $352 + 5.75%
   Contract year 1992-93 - $432 + 6%

   Benefit options ordinarily available to eligible bargaining unit members shall include:

   - Group Life Insurance (individual and dependent)
   - Health Insurance (individual and dependent)
   - Dental Insurance (individual and dependent)
   - Tax Sheltered Annuity
   - Other options for individual or dependent expenses as may be determined by the College

   Benefit options included in the flexible benefit plan shall generally be available to all bargaining unit members except as those benefits are limited or unavailable by law or regulation, or contractual provisions of the benefits provider. The College assumes no responsibility for the elections made by an employee under the flexible benefit plan or for the tax consequences of the elections.

   The purchase of specified minimum levels of benefit options may be required under the terms of the plan as established by the College.

3. The Board of Trustees shall provide each full-time employee covered by this Agreement with income protection insurance. The College will maintain this plan and pay the applicable administrative costs. Such protection currently provides a bargaining unit member with 65% of his/her regular salary up to a designated maximum amount not to exceed $500.00 per week, for a specified period of time during a period of extended disability not exceeding 180 days and not covered by regular sick leave.

4. The Board of Trustees shall provide liability insurance to protect itself and the College staff with regard to the actions of bargaining unit members performed clearly in the line of duty. The selection of the carrier and terms of the policy shall be at the discretion of the College. The protection afforded hereunder shall be limited to the terms of the insurance policy.

5. The College may issue individual complimentary passes to Barn Player productions at the College, if such tickets are provided without cost by the Barn Players, and complimentary admission to College athletic events and such other College events as the College shall from time-to-time determine.

6. All members of the bargaining unit and their dependents will be reimbursed upon successful completion of credit-granting courses of study at the College.

XIV. RETIREMENT

1. All bargaining unit members shall retire or be subject to mandatory retirement by the College at the time that the bargaining unit member attains the age of seventy (70) years. The effective date of mandatory retirement shall be the expiration date of the bargaining unit member's then current contract year.

   The President or his/her designee may, at his/her discretion, request a bargaining unit member to remain on staff beyond the date upon which the bargaining unit member would be subject to mandatory retirement. Such extension shall be subject to review by the President or his/her designee annually and shall in no way be considered as continuous from year-to-year.

   Benefits provided to bargaining unit members employed at the request of the President or his/her designee beyond the age of seventy (70) may include those benefits generally available to other bargaining unit members except as those benefits are limited or unavailable by statute or contractual provisions of the benefits provider.

2. Instructors, counselors, or librarians who have at least twenty (20) years of full time continuous employment at Johnson County Community College and who have attained age fifty-five (55) may make application for Phaseout Retirement Status which provides the individual an opportunity to reduce workload in preparation for full retirement. Phaseout Retirement Status shall not be available to bargaining unit members who are subject to mandatory retirement.

   A. The eligible bargaining unit member who assumes Phaseout Retirement Status shall receive a pro rata portion of what their salary would have been had they maintained full time regular status. That is to say if the phaseout retiree has a two-third (2/3) of full time load, he/she will be paid two-thirds (2/3) of his/her base salary. During the phaseout period, the employee shall also be entitled to health and dental insurance benefits as provided to other bargaining unit members. Salary based benefits shall be provided only to the extent they are available on a pro rata basis. Additional leave may accrue only on a pro rata basis and only if such leaves would have been accrued if the employee were on full time regular status.

   B. The application for Phaseout Retirement Status shall include a schedule for workload reduction. Any modification to that schedule must be submitted to, and approved by, the Dean at least ninety (90) days before the beginning of the semester. Any such modifications shall be consistent with all other provisions of this Article. An instructor, counselor, or librarian who assumes Phaseout Retirement Status may not have a workload in any semester which is greater than the workload in the previous semester, nor may that employee qualify for overload or other supplemental contracts.

C. Phaseout Retirement Status may be for no longer than three (3) years in length; however, the employee may request to conclude the Phaseout Status at the end of any semester occurring before the end of the three- (3) year period. At the conclusion of the Phaseout Status, the employee must assume full time retirement status.

D. Application for Phaseout Retirement Status must be made at least ninety (90) days prior to the assumption of such status and will become effective only at the end of a fall or spring semester. An application for Phaseout Retirement Status shall be deemed to be irrevocable once it is approved by the Board.

3. Members of the bargaining unit who have at least twenty (20) years of full-time continuous employment at Johnson County Community College and who have attained at least the age of sixty (60) shall receive a one-time settlement at the time of separation according to this schedule:

Age 60 at effective date of separation	$5,000
Age 61 at effective date of separation	$4,000
Age 62 at effective date of separation	$3,000
Age 63 at effective date of separation	$2,000
Age 64 at effective date of separation	$1,000

The percentage of gross base salary as provided through the flexible benefit program shall not be factored on this settlement, and this settlement shall be subject to any federal, state, or local taxes or social security or KPERS withholdings as may apply.

4. A. Members of the bargaining unit who have at least twenty (20) years of full-time continuous employment at Johnson County Community College and who have attained at least the age of sixty (60) and who retire from the College with an effective date between July 1, 1990 and June 30, 1991 shall be eligible to continue participation in a College-provided medical insurance program until such employee reaches age sixty-five (65) with the single-subscriber portion of the premium paid by the College. Such employee shall have the option to obtain two-party and full-family dependent coverage at his/her individual expense.

B. Members of the bargaining unit who have at least twenty (20) years of full-time continuous employment at Johnson County Community College and who have attained at least the age of sixty (60) and who retire from the College with an effective date between July 1, 1991 and June 30, 1992 shall be eligible to continue participation in a College-provided medical insurance program until such employee reaches age sixty-five (65) with the single-subscriber portion and any two-party portions of the premium if applicable being paid by the College. Such employee may obtain full-family coverage at his/her individual expense.

C. Members of the bargaining unit who have at least twenty (20) years of full-time continuous employment at Johnson County Community College and who have attained at least the age of sixty (60) and who retire from the College with an effective date between July 1, 1992 and June 30, 1993 shall be eligible to continue participation in a College-provided medical insurance program until such employee reaches age sixty-five (65) with the single-subscriber, two-party, or full-family portions of the premium as applicable being paid by the College.

D. The retiring employee shall make his/her election for single, two-party, or full-family coverage at the time of that open enrollment immediately preceding the effective date of retirement. He/she shall be entitled to participate in subsequent open enrollments with the stipulation that any increase in the level of coverage from single-subscriber to two-party or full-family may only be at his/her individual expense.

E. All medical coverage under this section (4) shall cease at the time the retiree reaches age sixty-five (65).

F. A retiring employee who waives continuing participation in a College medical plan after the effective date of retirement shall not be eligible to participate at a later date.

G. The medical coverage provided by this section (4) may not be converted to cash or other benefits.

XV. CALENDAR

1. The Fall and Spring semesters shall consist of 170 days of instruction plus ten (10) days for staff development activities.

2. The number of working days for nine- (9) month faculty shall be 180 days; for ten- (10) month faculty, 200 days; and for twelve- (12) month faculty, 228 days.

3. In the event that the College should close on a day on which a member of the bargaining unit has taken an approved vacation or personal leave day, that day shall not be charged to vacation or personal leave.

4. In those cases when a member of the bargaining unit is required to work on a fixed holiday, the College shall either designate an alternate day as a paid holiday or pay the member of the bargaining unit double time for the holiday time worked instead of granting time off at straight-time pay.

5. It shall not be a violation of this Agreement if the College cannot be operated due to a reason beyond the Board's control.

XVI. SEVERABILITY AND SAVINGS

1. If a provision of this Agreement is found to be inconsistent with state law or regulations duly promulgated by local, state, or federal agencies, the provisions of such laws and regulations shall prevail, but all other valid provisions shall remain in full force and effect.

2. If any provision of the Agreement is determined to be invalid and unenforceable by a court or other authority having jurisdiction of the College, such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

3. If a provision of this Agreement is held invalid pursuant to Section 1 or Section 2 above, the issue(s) may be resolved in accordance with Article XVII, Closure, Section 1.

XVII. CLOSURE

1. This Agreement shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

2. The parties acknowledge that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore each agrees that the other will not be obligated to negotiate on any items except as provided by this Agreement.

3. This Agreement shall supersede any policies of the Board or individual contracts of employment of members of the bargaining unit which are inconsistent with the terms of this Agreement.

XVIII. DURATION

1. This Agreement shall govern the rights, as provided in this Agreement, of the Board and the Association during the effective period from July 1, 1990 through June 30, 1993 provided, however, that upon notification by either party hereof to the other prior to February 1, 1992, the matter of Benefits under Article XIII, Section 2, may be reopened, negotiated, and changed for the period of July 1, 1992 through June 30, 1993 on the condition that the average premium increase for full-family medical insurance as provided through the self-insured option of the flexible benefits program has been raised an average of 15% for the two years, July 1, 1990-June 30, 1991 and July 1, 1991-June 30, 1992.

2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ADDENDUM 1

Positions in the Bargaining Unit

1990 – 1991

ADDENDUM 1

POSITIONS IN THE BARGAINING UNIT

1101-2-1	Instructor, Business Administration
1101-2-2	Instructor, Business Administration
1101-2-3	Instructor, Business Administration
1101-2-4	Instructor, Business Administration
1101-2-5	Instructor, Business Administration
1101-2-6	Instructor, Business Administration
1101-2-7	Instructor, Economics
1101-2-8	Instructor, Economics
1101-2-9	Instructor, Economics
1101-2-10	Instructor, Economics
1101-2-11	Instructor, Economics
1102-2-1	Instructor, Journalism and Media Communications
1103-2-1	Instructor, Fine Arts
1103-2-2	Instructor, Art
1103-2-3	Instructor, Art
1103-2-4	Instructional Aide, Fine Arts
1104-2-1	Instructor, English
1104-2-2	Instructor, English
1104-2-3	Instructor, English
1104-2-4	Instructor, English
1104-2-5	Instructor, English
1104-2-6	Instructor, English
1104-2-7	Instructor, English
1104-2-8	Instructor, English
1104-2-9	Instructor, English
1104-2-10	Instructor, English
1104-2-11	Instructor, English
1104-2-12	Instructor, English
1104-2-13	Instructor, English
1104-2-14	Instructor, English
1104-2-15	Instructor, English
1104-2-16	Instructor, English
1105-2-1	Instructor, Foreign Language
1105-2-2	Instructor, Foreign Language
1105-2-3	Instructor, Foreign Language
1105-2-4	Instructor, Foreign Language
1106-2-1	Instructor, Speech
1106-2-2	Instructor, Speech
1106-2-3	Instructor, Speech
1106-2-4	Instructor, Speech/Debate Coach
1106-2-5	Instructor, Speech/Honors
1108-2-1	Instructor, Theater
1109-2-1	Instructor, Instrumental Music
1109-2-2	Instructor, Vocal Music
1111-2-1	Instructor, Mathematics
1111-2-2	Instructor, Mathematics
1111-2-3	Instructor, Mathematics
1111-2-4	Instructor, Mathematics

1111-2-5	Instructor, Mathematics
1111-2-6	Instructor, Mathematics
1111-2-7	Instructor, Mathematics
1111-2-8	Instructor, Mathematics
1111-2-9	Instructor, Mathematics
1111-2-10	Instructor, Mathematics
1111-2-11	Instructor, Mathematics
1111-2-12	Instructor, Mathematics
1111-2-13	Instructor, Mathematics
1111-2-14	Instructor, Mathematics
1111-2-15	Instructor, Mathematics
1111-2-16	Instructor, Mathematics
1111-2-17	Instructor, Mathematics
1111-2-18	Instructor, Mathematics
1112-2-1	Instructor, Engineering
1113-2-1	Instructor, Humanities
1113-2-2	Instructor, Humanities
1113-2-3	Instructor, Humanities
1113-2-4	Instructor, Philosophy
1113-2-5	Instructor, Philosophy
1114-2-1	Instructor, History/Sociology
1114-2-2	Instructor, Political Science
1114-2-3	Instructor, Political Science/History
1114-2-4	Instructor, Psychology
1114-2-5	Instructor, Psychology
1114-2-6	Instructor, Psychology
1114-2-7	Instructor, Psychology
1114-2-8	Instructor, Psychology
1114-2-9	Instructor, Psychology
1114-2-10	Instructor, Sociology
1114-2-11	Instructor, Sociology
1114-2-12	Instructor, Sociology
1115-2-1	Instructor, Life Science
1115-2-2	Instructor, Life Science
1115-2-3	Instructor, Life Science
1115-2-4	Instructor, Life Science
1115-2-5	Instructor, Life Science
1115-2-6	Instructor, Life Science
1115-2-7	Instructor, Life Science
1115-2-8	Instructor, Life Science
1115-2-9	Instructor, Life Science
1115-2-10	Instructor, Life Science
1115-2-11	Instructor, Life Science
1115-2-12	Instructional Aide, Life Science
1116-2-1	Instructor, Physical Science
1116-2-2	Instructor, Physical Science
1116-2-3	Instructor, Physical Science
1116-2-4	Instructor, Physical Science
1116-2-5	Instructor, Physical Science
1116-2-6	Instructor, Physical Science
1116-2-7	Instructor, Physical Science
1116-2-8	Instructor, Physical Science

1116-2-9	Instructor, Physical Science
1116-2-10	Instructor, Physical Science
1116-2-11	Instructor, Physical Science
1116-2-12	Instructor/CPF, Physical Science
1116-2-13	Instructional Aide, Physical Science
1117-2-1	Instructor, Fitness
1117-2-2	Instructor, Physical Education
1117-2-3	Instructor/Coach
1117-2-4	Instructor/Coach
1117-2-5	Instructor/Coach
1117-2-6	Instructor/Coach
1117-2-7	Instructor/Coach
1117-2-8	Instructor/Coach
1117-2-9	Instructor/Trainer
1119-2-1	Instructor, History
1119-2-2	Instructor, History
1119-2-3	Instructor, History
1119-2-4	Instructor, History
1201-2-1	Instructor, Fashion Merchandising
1201-2-2	Instructor, Fashion/Interior Merchandising
1201-2-3	Instructor/CPF, Fashion Merchandising
1202-2-1	Instructor, Accounting
1202-2-2	Instructor, Accounting
1202-2-3	Instructor, Accounting
1202-2-4	Instructor, Accounting
1202-2-5	Instructor, Accounting
1202-2-6	Instructor, Accounting/Secretarial Careers
1203-2-1	Instructor, Marketing and Management
1203-2-2	Instructor/CPF, Marketing and Management
1204-2-1	Instructor, Secretarial
1204-2-2	Instructor, Secretarial
1204-2-3	Instructor/CPF, Secretarial
1205-2-1	Instructor, Hospitality Management
1205-2-2	Instructor, Hospitality Management
1205-2-3	Instructor, Hospitality Management
1205-2-4	Instructor, Hospitality Management
1205-2-5	Instructor, Hospitality Management
1205-2-6	Instructor, Hospitality Management
1206-2-1	Instructor, Paralegal
1206-2-2	Instructor, Paralegal
1206-2-3	Instructor/CPF, Paralegal
1207-2-1	Instructor, Computer Science
1207-2-2	Instructor, Data Processing
1207-2-3	Instructor, Data Processing
1207-2-4	Instructor, Data Processing
1207-2-5	Instructor, Data Processing
1207-2-6	Instructor, Data Processing
1207-2-7	Instructor, Data Processing
1207-2-8	Instructor, Data Processing
1207-2-9	Instructor, Data Processing
1207-2-10	Instructor, Data Processing/Computer Science
1207-2-11	Instructor/CPF, Data Processing

1208-2-1	Instructor, Commercial Art
1208-2-2	Instructor, Commercial Art
1208-2-3	Instructor, Commercial Art
1208-2-4	Instructor, Commercial Art
1208-2-5	Instructional Aide, Commercial Art
1210-2-1	Instructor, Automotive Technology
1210-2-2	Instructor, Automotive Technology
1210-2-3	Instructor, Auto Tech/Metals Fabrication
1211-2-1	Instructor, Computer Aided Drafting
1211-2-2	Instructor, Drafting
1211-2-3	Instructor, Drafting
1211-2-4	Instructor, Drafting
1211-2-5	Instructor, Draft Tech/Civil and Pre-Engineering
1212-2-1	Instructor, Biomedical Equipment Technology
1212-2-2	Instructor, Computer Systems Technology
1212-2-3	Instructor, Electronics
1212-2-4	Instructor, Electronics
1212-2-5	Instructor, Electronics
1212-2-6	Instructor, Electronics
1214-2-1	Instructor, Fire Science
1214-2-2	Instructor, Fire Science
1215-2-1	Instructor, Administration of Justice
1215-2-2	Instructor, Administration of Justice
1216-2-1	Instructor/CPF, Police Academy
1217-2-1	Instructor, Equine Studies
1218-2-1	Instructor, Dental Hygiene
1218-2-2	Instructor, Dental Hygiene
1218-2-3	Instructor, Dental Hygiene
1218-2-4	Instructor, Dental Hygiene
1218-2-5	Instructor, Dental Hygiene
1219-2-1	Instructor, Nursing
1219-2-2	Instructor, Nursing
1219-2-3	Instructor, Nursing
1219-2-4	Instructor, Nursing
1219-2-5	Instructor, Nursing
1219-2-6	Instructor, Nursing
1219-2-7	Instructor, Nursing
1219-2-8	Instructor, Nursing
1219-2-9	Instructor, Nursing
1219-2-10	Instructor, Nursing
1219-2-11	Instructor, Nursing
1219-2-12	Instructor, Nursing
1220-2-1	Instructor, E.M.T.
1220-2-2	Instructor, M.I.C.T.
1220-2-3	Instructor, M.I.C.T
1223-2-1	Instructor/CPF, Life and Home Management
1224-2-1	Instructor, Photography
1224-2-2	Instructor, Photography
1225-2-1	Instructor, Energy Technology
1225-2-2	Instructor, H.V.A.C.
1225-2-3	Instructor/CPF, Energy Technology
1226-2-1	Instructor, Metal Fabrication

1226-2-2	Instructor, Metal Fabrication
1226-2-3	Instructor, Metal Fabrication
1226-2-4	Instructor, Metal Fabrication
1226-2-5	Instructor, Metal Fabrication
1231-2-1	Instructor, Personal Computer Applications
1231-2-2	Instructor, Personal Computer Applications
1231-2-3	Instructor, Personal Computer Applications
1231-2-4	Instructor, Personal Computer Applications
1232-2-1	Instructor/CPF, Information Word Processing
1241-2-1	Instructor, Respiratory Theraphy
1241-2-2	Instructor, Respiratory Theraphy
1501-2-1	Instructor, Reading/Academic Achievement Center
1501-2-2	Instructor, Reading/Academic Achievement Center
1501-2-3	Instructor, Reading/Academic Achievement Center
1504-2-1	Instructor, Writing Center
4102-2-1	Librarian
4102-2-2	Librarian
4102-2-3	Librarian
4102-2-4	Librarian
4102-2-5	Librarian
4312-2-1	TV Producer/Director
4312-2-2	TV Producer/Director
5117-2-1	Instructor, Interpreter Training
5117-2-2	Instructor, Interpreter Training
5117-2-3	Instructor/CPF, Interpreter Training
5131-2-1	Instructor, Learning Strategies
5131-2-2	Instructor, Learning Strategies
5131-2-3	Instructor, Learning Strategies
5301-2-1	Instructor, Career Planning and Placement
5301-2-2	Advisor, Career Planning and Placement Center
5303-2-1	Counselor
5303-2-2	Counselor
5303-2-3	Counselor
5303-2-4	Counselor
5303-2-5	Counselor
5303-2-6	Counselor
5303-2-7	Counselor
5303-2-8	Counselor
5303-2-9	Counselor
5303-2-10	Counselor
5303-2-11	Counselor

APPENDIX A.1

Instructional Salary Schedules

1990 – 1991

Johnson County Community College

INSTRUCTIONAL SALARY SCHEDULES
1990-1991

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$23,585	$25,059	$26,532	$28,007
Probationary Maximum	$36,200	$37,799	$39,544	$41,434
Nonprobationary Maximum	$42,015	$43,614	$45,358	$47,250

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$25,059	$26,680	$28,302	$29,924
Probationary Maximum	$39,544	$41,143	$42,886	$44,776
Nonprobationary Maximum	$46,084	$47,683	$49,429	$51,319

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$27,270	$29,039	$30,808	$32,576
Probationary Maximum	$43,178	$44,776	$46,521	$48,412
Nonprobationary Maximum	$49,865	$51,464	$53,207	$55,099

APPENDIX A.2

Instructional Salary Schedules

1991–1992

Johnson County Community College

INSTRUCTIONAL SALARY SCHEDULES
1991-1992

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$24,410	$25,936	$27,461	$28,987
Probationary Maximum	$37,467	$39,122	$40,928	$42,884
Nonprobationary Maximum	$43,486	$45,140	$46,946	$48,904

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$25,936	$27,614	$29,293	$30,971
Probationary Maximum	$40,928	$42,583	$44,387	$46,343
Nonprobationary Maximum	$47,697	$49,352	$51,159	$53,115

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$28,224	$30,055	$31,886	$33,716
Probationary Maximum	$44,689	$46,343	$48,149	$50,106
Nonprobationary Maximum	$51,610	$53,265	$55,069	$57,027

APPENDIX A.3

Instructional Salary Schedules

1992 – 1993

Johnson County Community College

INSTRUCTIONAL SALARY SCHEDULES
1992-1993

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$25,142	$26,714	$28,285	$29,857
Probationary Maximum	$38,591	$40,296	$42,156	$44,171
Nonprobationary Maximum	$44,791	$46,494	$48,354	$50,371

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$26,714	$28,442	$30,172	$31,900
Probationary Maximum	$42,156	$43,860	$45,719	$47,733
Nonprobationary Maximum	$49,128	$50,833	$52,694	$54,708

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$29,071	$30,957	$32,843	$34,727
Probationary Maximum	$46,030	$47,733	$49,593	$51,609
Nonprobationary Maximum	$53,158	$54,863	$56,721	$58,738

APPENDIX B

Guidelines for Initial Salary Determination For Bargaining Unit Members Hired During

1990 – 1993

APPENDIX B

Johnson County Community College

GUIDELINES FOR INITIAL SALARY DETERMINATION
FOR BARGAINING UNIT MEMBERS HIRED DURING 1990-1993

The base salary of any member of the bargaining unit hired during the life of this Agreement who are to be paid on the basis of the Instructional Salary Schedules set forth in Appendix A shall be determined as follows and subject to the conditions of Article X of this Agreement:

1. The minimum salary for probationary status for the appropriate degree column for the number of months contracted shall be determined for each bargaining unit member. To this column minimum shall be added a sum determined by application of Section 2 below.

2. The total years of relevant experience completed by the unit member, as determined in Section 3 below, shall be multiplied by the factors indicated for each eligible unit member:

	1990-91	1991-92	1992-93
9-month contract	$698	$722	$743
10-month contract	$776	$803	$827
12-month contract	$884	$915	$942

The product of years of relevant experience and these constants shall be added to the appropriate degree column minimum as determined in Section 1 above. This sum shall be the base salary of eligible bargaining unit members subject to other stated conditions and limitations in this Agreement.

3. Years of relevant experience shall be calculated as follows:

   A. One year for each year of full-time work as a college faculty member, counselor, administrator, or librarian.

   B. One year for every two years of full-time work as an elementary or secondary school teacher, counselor, administrator, or librarian.

   C. One year for every two years of full-time work in internships that are part of relevant graduate degree programs but which are not assistantships or fellowships.

   D. One year for each year of full-time, relevant, non-academic work. The President of the College or his/her designee will determine the relevance of non-academic degree work and how such experience will be recognized for the purpose of salary determination.

   E. The total number of years of relevant experience calculated for salary determination shall be credited as follows:

1-21 years	1.0
22-25 years	.5

APPENDIX C

Instructional Aides Wage Schedule

1990 – 1993

APPENDIX C

Johnson County Community College

INSTRUCTIONAL AIDES WAGE SCHEDULE

1990-1991 Wage Schedule

	Hourly Rate Minimum	Hourly Rate Maximum
Probationary	$8.83	N/A
Nonprobationary	$9.26	$12.53

1991-1992 Wage Schedule

	Hourly Rate Minimum	Hourly Rate Maximum
Probationary	$9.14	N/A
Nonprobationary	$9.58	$12.97

1992-1993 Wage Schedule

	Hourly Rate Minimum	Hourly Rate Maximum
Probationary	$9.41	N/A
Nonprobationary	$9.87	$13.36

APPENDIX D

TV Producer/Directors Salary Schedule

1990 – 1993

APPENDIX D

Johnson County Community College

TV PRODUCER/DIRECTORS SALARY SCHEDULE

1990-1991 Salary Schedule

	Minimum	Maximum
Probationary	$25,050	$36,184
Nonprobationary	$26,441	$41,284

1991-1992 Salary Schedule

	Minimum	Maximum
Probationary	$25,927	$37,450
Nonprobationary	$27,366	$42,729

1992-1993 Salary Schedule

	Minimum	Maximum
Probationary	$26,705	$38,574
Nonprobationary	$28,187	$44,011

APPENDIX E

TV Producer/Directors and Instructional Aides Salaries and Wages

1990 – 1993

APPENDIX E

Johnson County Community College

TV PRODUCER/DIRECTORS AND INSTRUCTIONAL AIDES SALARIES AND WAGES
1990-1993

	Effective July 1, 1990	Effective July 1, 1991	Effective July 1, 1992
Carl Snead TV Producer/Director	$41,284	$42,729	$44,011
Michael Waugh TV Producer/Director	$39,858	$41,253	$42,491
David Allen Instructional Aide	$11.07/hr.	$11.46/hr.	$11.80/hr.
John Hanson Instructional Aide	$12.53/hr.	$12.97/hr.	$13.36/hr.
Carmen Mostar Instructional Aide	$9.26/hr.	$9.58/hr.	$9.87/hr.
Paul Van Fange Instructional Aide	$11.70/hr.	$12.11/hr.	$12.47/hr.

Agreement between

The Johnson County Community College Board of Trustees

and

The Johnson County Community College Faculty Association

July 1, 1990 - June 30, 1993

Witness our hand this 21st day of May, 1990

Chairman
Johnson County Community College
Board of Trustees

President
Johnson County Community College
Faculty Association

Secretary
Johnson County Community College
Board of Trustees

Secretary
Johnson County Community College
Faculty Association

MASTER CONTRACT

Between

THE BOARD OF TRUSTEES

Kansas City Kansas Community College

and

THE FACULTY UNIT OF KNEA

Kansas City Kansas Community College

1990-1992

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Article I. Definitions

ADMINISTRATION: All persons employed by the Board in the following positions: President, Vice President, Deans, and Directors whose salaries are not determined by the professional employee's salary schedule.

ASSOCIATION: The Kansas City Kansas Community College Education Association which is affiliated with the Kansas National Education (KNEA) and the National Education Association (NEA).

BOARD: The Board of Trustees of the Kansas City Kansas Community College.

DAYS: A day for 182 day employees shall mean the regular working school day. A day for 212 day employees shall mean 7 hours.

KNEA: Kansas National Education Association

PROFESSIONAL EMPLOYEE: Any employee employed by the Board whose salary is determined by either the 182 or 212 day professional employee's salary schedule.

INTERIM EMPLOYEE Any employee who accepts a non-renewable contract for one or two semesters.

YEAR: The year, for the 182 day employee, shall mean the 2 semester academic year. The year, for the 212 day employee, shall begin on July 1 and continue through June 30 of the following year and include the 212 days the employee contracts to work.

Article II. General Provisions

A. Contract Reference and Term. The agreement set forth herein shall be included by reference in the contracts of all professional employees employed by the Kansas City Kansas Community College. This agreement shall be made part of the professional employee's individual comprehensive contract with the same force and effect as though fully set forth therein; and it, shall remain in full force and effect from and after July 1, 1990 to June 30, 1992.

B. Savings Clause. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, until such time as a higher authority overturns the decision of a lower court, at which time such provision or applications shall continue in full force and effect.

C. Successor Agreement Clause. The Board and the Faculty Unit agree that this agreement shall be binding on their successors, if any, during the term of this agreement.

D. General Provisions. Should any agreement in the Master Contract be inconsistent with the Policy Manual, the manual will be superseded by the Master Contract.

E. Upon execution of the Master Contract, the Board will have a copy of it made available to each professional employee within thirty days.

F. Each new professional employee, when he signs his contract, will receive a copy of the Master Contract.

G. Amendment to Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

H. Negotiations Procedures. Parties shall negotiate a procedure which shall be agreeable to both sides to facilitate negotiations.

Article III. Leaves and Absences from Campus

A. Absences from Campus

1. Professional employees must notify the Chairman of the Division, when possible, if they are to be absent from campus.

2. In case of illness, notification should be given to the Chairman of the Division at least one hour prior to the beginning of the first class to be missed.

3. Absence forms, if not completed before the absence, should be completed as soon as the professional employee returns to duty. Completed forms are to be given to the President's Secretary.

B. Leaves

1. Community Affairs Leave. In the event of a request for consideration of any leave of this nature, each leave shall be considered on the basis of its individual merit, with the final decision resting with the President of the College.

2. Emergency Leave. Subject to the approval of the President, a maximum of five days absence without deduction in pay for each event during any academic year shall be allowed for reasons of death or critical illness in the immediate family or for other emergency reasons. Whenever possible, requests for approval of an absence under emergency leave provisions shall be made prior to the absence.

a. Emergency leave time shall not accumulate.

b. As used herein, "immediate family" shall be used to designate the professional employee's spouse, children, parents, grandparents, brothers, sisters, aunts, uncles, or anyone of like relationship by marriage, also any person living in the household of the faculty members.

c. In the event of controversy, the final decision on cases involving emergency leave as rendered by the President may be appealed to the Board of Trustees.

d. Emergency leave with pay shall be limited to a total of fifteen (15) days in any academic year.

3. Personal Leave. Subject to the prior approval of the President, up to three (3) days personal leave per year may be granted.

4. Professional Leave. Membership in professional organizations is recommended.

a. Professional employees requested by the President of the College to attend meetings as school representatives will be reimbursed for expenses incurred.

b. Professional employees who attend meetings of professional organizations will be granted time off without loss of pay, provided that their request is approved by their Division Chairperson and the College President or his/her designee.

c. There shall be no arbitrary and capricious denial of approval for time off without loss of pay.

5. Maternity Leave. Maternity leave shall be granted to all pregnant professional employees upon the professional employee's request.

a. If a 182 or 212 day instructional professional employee requests maternity leave, suspension of responsibilities shall begin at the end of a semester. The 212 day non-instructional professional employee's maternity leave shall begin at the time agreed upon by the employee and President of the college.

b. Maternity leave for 182 or 212 day instructional professional employees shall be granted for semester periods only and shall not exceed three semesters. The 212 day non-instructional professional employee's leave shall begin at a time agreed upon by the employee and the President of the College. The length of the leave is to be agreed upon by the professional employee and the President of the College but shall not exceed 318 days (the time equivalent of three semesters.)

c. Upon completion of MATERNITY leave, the professional employee will be placed on the salary schedule at the next level above that which was applicable during his/her last full-time employment. No professional employee will advance on the salary schedule more than one step per academic year.

d. Leave of up to five days will be granted to any full time professional employee whose wife gives birth to a child, provided a request for such a leave is made through the immediate supervisor and the appropriate dean. If desired by the professional employee, sick leave may be used for the period of the leave, if sick leave time is available. If sick leave time is not available or is not desired, the leave shall be without pay.

6. Adoptive Leave. Adoptive leave will be granted to any full time professional employee under the following conditions:

a. Request for such leave is made in advance through

the immediate supervisor and the appropriate dean giving the date upon which the adoption is anticipated.

b. Request for such leave is to be granted only when the child to be adopted is under thirty (30) months of age.

c. Adoptive leave for 182 day or 212 day instructional professional employees shall be granted for semester periods only and shall not exceed three semesters. The 212 day non-instructional professional employee's leave shall begin at a time agreed upon by the employee and the President of the college. The length of the leave is to be agreed upon by the professional employee and the President of the college but shall not exceed 318 days (the time equivalent of three semesters.)

d. Upon completion of ADOPTIVE leave, the professional employee will be placed on the salary schedule at the next level above that which was applicable during his/her last full-time employment. No professional employee will advance on the salary schedule more than one step per academic year.

e. Adoptive leave shall be without pay.

7. Sick Leave. During the first year of employment, each new professional employee is entitled to one day's sick leave for each month of employment. (Ten (10) days for 182 and eleven (11) days for 212 day contract professional employees).

a. After the first year of employment, the full annual sick leave (ten (10) days for 182 day contract and eleven (11) days for 212 day contract) will be credited on the first reporting day of his/her contract year and be available to the professional employee for use.

b. Sick leave shall accrue from year to year without limitation.

c. Days of accumulated sick leave credited to a professional employee under the previous sick leave policy of the college shall remain to the credit of the professional employee.

d. Sick leave may be used in one-half (.5) day increments.

e. 182 day professional employees employed for the summer session are entitled to one (1) day of sick leave without loss of pay in the case of illness. Summer sick leave days shall accrue to the total accumulative sick days at the first reporting day of the academic year.

f. If desired by the professional employee, sick leave may be used for any temporary disability due to a maternity condition.

8. Sabbatical Leave. A professional employee will be eligible for consideration for a sabbatical leave after five years of full time continuous service. Sabbatical leaves related to 212 day professional employees shall equate 106 days as equivalent to one semester.

a. Compensation for a one year sabbatical shall be one-half (.5) the annual contract rate based on his or her class and step. Professional employees on a one semester sabbatical shall receive one-half (.5) of one semester's compensation [one fourth (.25) of their annual rate] based on his or her class and step. No sabbatical leave shall extend beyond two semesters. If the professional employee on leave accepts gainful employment during the leave period, the amount of compensation received shall be deducted from the one semester's pay.

b. The number of professional employees that may be on sabbatical leave at any time is limited to a maximum of three (3) members of the full time staff.

c. The purpose of granting such sabbatical leave is to provide an opportunity for the professional employee to pursue a full time approved program of study that would enhance his/her professional career for the improvement of the quality of education at the college.

d. Upon completion of the program, the professional employee would be required to return to full time instruction at the college for a period of three years. If the professional employee does not complete the approved program or fails to return to full time duties at the end of the leave period, the total sum of money paid during the sabbatical leave including fringe benefits must be repaid to the college by July 1. If he/she returns for only a portion of the three year requirement, the amount of money owed will be determined as follows:

1) Return for only one full semester - five-sixths (5/6) of the total sum;
2) Return for only two full semesters - two-thirds (2/3) of the total sum;
3) Return for only three full semesters - one-half (1/2) of the total sum;
4) Return for only four full semesters - one-third (1/3) of the total sum;
5) Return for only five full semesters - one-sixth (1/6) of the total sum.

Portions of semesters will not be prorated, and all amounts owed to the college will be payable upon demand. If, for any reason beyond the control of the professional employee, the Board does not offer the professional employee a full time contract for any of the three

(3) years following the sabbatical, the professional employee shall refund none of the moneys, neither wages nor fringe benefits.

e. If a professional employee has had six or more years of full time continuous service, upon completion of the program he/she would be required to return to full time instruction at the college for a period of two years. If the professional employee does not complete the approved program or fails to return to full time duties at the end of the leave period, the total sum of money paid during the sabbatical leave including fringe benefits must be repaid to the college by July 1. If he/she returns for only a portion of the two-year requirement the amount of money owed to the college will be determined as follows:

1) Return for only one full semester - three-fourths (3/4) of the total sum;
2) Return for only two full semesters - one-half (1/2) of the total sum;
3) Return for only three full semesters - one-fourth (1/4) of the total sum.

Portions of semesters will not be prorated, and all amounts owed to the college will be payable upon demand. If, for any reason beyond the control of the professional employee, the Board does not offer the professional employee a full time contract for either of the two years following the sabbatical, the professional employee shall refund none of the moneys, neither wages nor benefits.

f. Application for sabbatical leave must be made through the immediate supervisor in consultation with the applicant's peers. The application will be forwarded to the appropriate dean. Upon approval of the dean and the President, a recommendation shall be made to the Board for approval of the overall plan. Applications shall be completed in time for Board action during the regular meeting in the October prior to the academic year in which the leave is to begin. It should contain a general description or outline of the proposed course of study.

g. If approved, a more detailed educational plan shall be submitted prior to the regularly schedule March meeting of the Board of Trustees. If approved by the Board, a contract would be proffered containing the specific terms of the program, compensation, return agreement, etc.

h. The Board shall reserve the right to deny all applications for sabbatical leave either because of budget limitations or if the proposed study is not deemed to be of sufficient value to the institution to warrant the additional cost. The operational efficiency of the remaining or available staff in the division would also have to be considered.

i. Upon the professional employee's return to duty, he/she shall submit a formal or written report and/or record of his/her activities during the period of the leave.

j. Upon returning to full time professional assignments after completion of the sabbatical period, the professional employee will be placed on the salary schedule at the next level above that which was applicable during his/her last full time employment. Such professional employee will be placed in the appropriate class on the salary schedule.

9. Academic Leave. A leave of absence will be considered for all professional employees when requested by the professional employee concerned for the purpose of furthering additional graduate level pursuits. The leave of absence shall cover one academic year only, and the graduate work shall be full time. During such periods of absence, any professional employee will be provided a contract for a minimum legal amount to bind same, probably one dollar ($1.00), and the college shall assume no other financial liability. In the event federal grant funds are available to assist said professional employee with his expenses connected with this graduate study, consideration will be given toward the allocation of same. Upon returning to full-time teaching assignments after completion of the leave of absence period, the professional employee will be placed on the salary schedule at the next level above that which was applicable during their last full-time employment. Such professional employee will be placed in the appropriate class on the salary schedule.

Notice of intention to return to active duty or a request for extension of the leave must be made prior to March 1, so that any professional employee(s) appointed for the interim can be notified as to whether or not their contract is to be renewed prior to March 15.

C. Other Leaves and Absences

Any professional employee desiring leave for reasons other than the above mentioned should apply in writing to the Board of Trustees through the President of the College.

ARTICLE IV. Grievance Procedure

A. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems arising from a complaint by a professional employee or group of professional employees based on an alleged violation, misinterpretation or misapplication by the administration of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting the condition of employment. This procedure shall not apply to disputes between or among faculty members, which shall be handled by the Faculty Senate.

B. Steps in Procedure. The levels in the grievance procedure will be the following:

1. Conference between the aggrieved and the Department Chairman or other immediate supervisor.

2. A. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after discussion of the grievance he may, within five (5) days, file the grievance in writing simultaneously with the Association, or its designee, and the appropriate dean. The grievance procedure shall commence at the level above that at which the grievance has been filed except in the case of the Board of Trustees.

B. Within five (5) school days after receipt of the written grievance by the appropriate dean, the dean will meet with the aggrieved person and his representative of the Association in an effort to resolve it. The dean shall submit his decision in writing to the aggrieved person and the Association within seven (7) school days after the meeting.

3. A. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may file the grievance with the Association or its designee for transmittal within five (5) days to the Faculty Unit Grievance Committee, appointed by the Faculty Association.

B. Within seven (7) school days after receipt of the written grievance by the Faculty Unit Grievance committee, the Faculty Unit Grievance Committee will meet the aggrieved person and his representative from the association in an effort to resolve it. The Faculty Unit Grievance Committee shall submit its recommendation in writing to the aggrieved person, the Association, and the President of the College within seven (7) school days of the last meeting on the matter.

4. A. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may file the

grievance with the Association or its designee for transmittal within five (5) days to the President of the College.

b. Within ten (10) school days after receipt of the written grievance by the President of the College, the President of the College will meet the aggrieved person and his representative from the Association in an effort to resolve it. The President of the College shall submit his/her decision in writing to the aggrieved person and the Association within ten (10) school days of the last meeting on the matter.

5. a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, he may file the grievance with the Association or its designee for transmittal within five (5) days to the Board of Trustees.

b. Upon receipt of the written grievance the Board shall meet at its next regularly scheduled Board meeting with the aggrieved person and his representative from the association in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the Association within ten (10) school days of the meeting.

C. Rights of Professional Employees to Representation.

1. No reprisals of any kind will be taken by the Board of Trustees or by any member or representative of the administration against any aggrieved person, any party in interest, any Grievance Representative, or any other participant in the grievance procedure by reason of such participation.

2. A professional employee may be represented at all stages of the grievance procedure by himself or, at his option, by a Grievance Representative selected by the Association. If a professional employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Miscellaneous

1. Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through all the steps in

this grievance procedure by the end of the academic year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

3. If, on levels one through four, no written decision is presented within the time allotted after the grievance hearing, such failure to act shall be considered a non-decision and the grievance will automatically advance to the next step.

4. If the Board of Trustees does not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy he is seeking.

5. If, in the judgment of the Association, a grievance affects a group or class of professional employees, the Association may initiate and submit such grievance in writing to the appropriate dean directly and the processing of such grievance will be commenced at Level Four. The Association may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved person who wishes to do so.

6. Decisions rendered at Levels Two through Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association or its designee.

7. When it is necessary for a Grievance Representative, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day he will, upon notice to his immediate superior by the Association or its designee, be released without loss of pay in order to permit participation in the activities as described above. Any employee whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right.

8. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

9. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Board and the Association and given appropriate distribution by the Association as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.

Article V. Travel Pay

Professional employees who are required to use their personal vehicles in the performance of professional duties will be reimbursed for such use at the rate established by the Internal Revenue Service for all college use. All professional employees shall submit a monthly statement of the mileage driven by them in the preceding calendar month on forms to be furnished by the college. Mileage shall be reimbursed anytime within the year when such reimbursement has accumulated to the sum of thirty-five dollars ($35.00), but in no event later than the last working day of the professional employee. Only mileage claimed for travel that has received approval according to college policy will be reimbursed.

Article VI. Severance Pay

Upon termination of employment, by retirement or release through no fault of his/her own or death, the full-time professional employee or his/her estate shall receive compensation equal to the number of accumulated days of sick leave in excess of ninety (90) multiplied by the daily base rate of his/her salary class, provided, however, that no professional employee shall be compensated for more than one hundred eighty-two (182) days. This amount will be paid to the individual beginning with the fiscal year following the last year of employment. The payment shall be made in annual installments of 25% of the final annual salary until the balance is paid out.

Any professional employee who is entitled to severance pay may, at his/her option as set forth in this article, in lieu of receiving said compensation in cash or payments leave all or part of said funds on deposit with the college and the college shall, upon written direction of the professional employee, make payments from said funds towards any premiums for health, medical or hospitalization benefits, life insurance or dental benefits for the professional employee, his/her spouse and/or dependent(s), if any. The college shall make such payments thereafter until such time as the funds have been depleted or upon written direction given by the professional employee to cease making such payments.

The college will administer the fund as directed and no interest will be paid by the college on the money in the fund/account.

In the event the professional employee shall die prior to the depletion of the funds held for his/her benefit by the college, the college shall continue to make such payments for his/her surviving spouse and/or dependent(s), if any, upon the written direction of said surviving spouse or if there is no surviving spouse, then on the written direction of the dependent(s) or guardian of said dependent(s).

In the event the surviving spouse elects not to continue the insurance, then any sums remaining with the college shall be paid to the estate of the deceased professional employee or his/her personal representative in accordance with the terms above set forth.

Article VII. Professional Work Load

A. Normal Work Load

No work load will exceed thirty (30) semester hours for the two-semester academic year. The load will consist usually of between thirteen (13) and seventeen (17) hours of instruction per semester, together with at least 10 clock hours per week of regularly scheduled offices hours for student conferences, paper checking, supervision and preparation. Professional employees who teach in the community may keep office hours at the off-campus site. Such office hours should be for the benefit of the off-campus students. These office hours shall be in proportion to the off-campus instructional requirements.

The total semester hour load will depend, in part, upon the number and nature of preparations and the number of clock hours of instruction caused by laboratory or similar student contacts, and may vary from semester to semester. Laboratory hours which cannot be specifically designated as semester credit hours shall be calculated on the formula for credit equivalent (C.E.) as follows: C.E. = .7 (contact hours minus credit hours). Teaching load will be credit hours plus Credit Equivalent hours. Those contact hours in excess of credit hours plus credit equivalents shall be considered as being office hours for that professional employee. Any teaching that cannot be designated as laboratory hours or credit hours shall be decided by mutual agreement between the immediate supervisor and the appropriate dean.

Normal full-time work load for the Nursing professional employees shall consist of four hours of didactic and eleven hours of clinical instruction per week. Any exception to this work load must be mutually agreed to by the professional employee, the Director of Nursing, and the Dean of Instruction.

A total of eight (8) students in a class shall constitute a full class for purposes of computation of teaching load. Classes will be pro-rated below the class minimum with the professional employee's approval.

B. The 182 day employee's normal work load shall be 13-17 semester hours per semester, with a maximum of 30 in a two semester year.

C. Coordinators' Work Load

Vocational coordinators shall be compensated for coordinating duties by receiving 6 hours release time per year. Those coordinators with internship students will compute credit hour equivalency at the rate of .2 times the number of students enrolled.

D. When the college is open five days per week, 212 day employees shall work a 35 hour week and a 7 hour day. When the college is open four days per week, 212 day employees shall work a 28 hour week and a 7 hour day.

E. Division Chairpersons

Professional employees who also serve as Division Chairpersons shall teach 8-12 hours per semester with a maximum of 18 credit hours per year.

F. Special Assignments

If a professional employee has a teaching load below thirty (30) credit hours or its equivalent for both semesters, the Division Chairperson and the instructor may mutually arrange for the professional employee to perform assignments which will be in the area of the professional employee's expertise where the College has a need. Such assignment shall be assigned on a non-discriminatory basis. A copy of the work schedule as approved by the Chairperson shall be provided for the appropriate dean prior to the commencement of the assignment.

For each credit hour equivalency, the professional employee may be assigned up to fifteen (15) clock hours per semester.

G. Professional Duty Day

The instructional day shall not exceed twelve (12) hours. Time between instructional days shall not be less than twelve (12) hours without written consent of the professional employee. The instructional day is the time from first instructional responsibility until the last instructional duty is finished.

H. Professional employees will be expected to devote full time to their positions with the college. No outside employment will be allowed which will interfere or conflict with the professional employee's scheduled classroom work or office hours, or any other college required schedules, or be considered a professional conflict of interest.

I. Work Year

The 182 day professional employee shall be required to work no more than 182 days during the two semester school year. The 212 day professional employee shall be required to work no more than 212 days during the July 1 - June 30 contract year.

No Professional Employee shall be required to work more than five (5) days during any one calendar week.

The academic calendar shall be mutually developed by the Dean of Instruction and Faculty Senate, and presented to the Board for approval.

Article VIII. Contract Release and Liquidated Damages

On or before June 1st (212 day employees) or July 15th (182 day employees) of any year, a professional employee who has either agreed to a contract with the District, or who by virtue of the Continuing Contract Law of the State of Kansas has a contract with the District, may be released from that contract by notifying, in writing, the Board of Trustees through the Office of the President of his or her desire for a release and by the payment to the District of the sum of two hundred fifty ($250.00) dollars.

If a professional employee desires a release from his or her contract after June 1st (212 day employees) or July 15th (182 day employees), but prior to the first reporting day of the school year, said professional employee shall request such release by written request to the Board of Trustees through the office of the President. The Board of Trustees may, but shall not be obligated to, grant said release. In the event the Board of Trustees shall grant said release, the professional employee shall pay to the District such sums of money as the Board of Trustees shall determine under the circumstances of the case, but in no event shall said sum exceed five hundred ($500.00) dollars.

In the event a professional employee who is under the contract to the District fails to report for duty on the first duty day without prior consent of or a reasonable explanation to the President of the College, such failure to report shall be considered a breach of the contract by the professional employee, and said professional employee shall be terminated and shall pay to the district the sum of one thousand ($1,000.00) dollars as and for liquidated damages.

If a professional employee desires a release from his or her contract at any time between the first duty day and the last duty day of the academic year, said professional employee shall request such release by written request to the Board of Trustees through the office of the President. The Board of Trustees may, but shall not be obligated to, grant said release. In the event the Board of Trustees shall grant said release, the professional employee shall pay to the District such sums of money as the Board of Trustees shall determine under the circumstances of the case, but in no event shall said sum exceed one thousand five hundred ($1,500.00) dollars.

Article IX. Reduction in Force

A. Prior to recommending to the Board to reduce the number of professional employees, the administration shall attempt to provide the professional employee or employees with a full load as defined in the master contract's professional work load provisions by assigning the professional employee or employees any day or evening classes which are assigned to either part-time or interim employees. If a full load cannot be achieved in accordance with the provisions of Article VII (G) (professional duty day), said professional employee shall waive the provisions of Article VII (G) in order to achieve a full load.

B. When the Board of Trustees, in their sole judgment, deems it advisable to reduce the number of professional employees for any reason beyond the control of the professional employees, such reduction in force shall be carried out by non-renewing the contract of the professional employee or employees with the least continuous service with the Kansas City Kansas Community College within the discipline where the reduction is to be effected. Should two or more professional employees have equal periods of continuous service, the professional employee with the highest number of hours applicable to lateral movement on the salary schedule shall be retained.

C. Any professional employee whose contract is non-renewed pursuant to the provisions of paragraph B above shall have preference in connection with any future positions as a professional employee which may be available within said professional employee's discipline. Such preference shall be offered for a period of two (2) years following the date of the professional employee's last working day. If a professional employee rejects reemployment or fails to report acceptance of recall as directed within fourteen (14) days after receiving a recall notice, such action or failure to act by the professional employee shall be construed as a resignation. Notification of recall will be sent by certified mail.

D. If a laid off unit member is recalled and begins employment during the next academic year, the unit member will be reimbursed by the College for his/her actual expense for participation in the College's insurance plans during the period of lay off the same as employed unit members. A laid off unit member and his/her family shall continue to be eligible for participation in the College's insurance plans at his/her own expense for a period of two (2) years from the date of the professional employee's last working day.

Article X. Compensation

A. Conditions

1. The Class II Step 1 182 day salary base for the 1990-91 year will be $23,200, and for the 1991-92 year, $23,900. The Class II Step I 212 day salary base will be $25,752 for 1990-91 and $26,529 for 1991-92. Step and class structure of the salary schedule and index are set forth below.

2. Advancement on the salary schedule toward the maximum shall be at the rate of one step per year of satisfactory service.

No professional employee shall advance more than one step per year.

3. There is no Kansas City Kansas Community College requirement of additional credit hours in order to advance each step on the salary schedule, however, each professional employee must take whatever courses are necessary, if any, to maintain his or her certification.

4. Overload pay shall be $400.00 per semester hour equivalent for the duration of this contract.

5. Compensation for the 1991 and 1992 summer sessions shall be $450.00 per semester hour equivalent for members of the bargaining unit.

6. Division Chairpersons shall receive an annual supplement to their salary in the amount of $1000.00. All other co-curricular activities and assignments shall receive supplemental income of no less than 6% of the base salary (Class II Step 1).

7. Any professional employee who may work additional days outside the school year shall be compensated at the rate of $15.00 per hour.

8. The board offers tuition reimbursement for courses taken at KCKCC for faculty members, spouses, and dependent children who complete regular credit courses with a grade of "B" or better. Reimbursement will be at the current tuition rate established for Kansas residents. Any exceptions must have the prior approval of the President of the College.

9. A paid health and hospitalization program, dental insurance, and a twenty-five-thousand dollar ($25,000) term life insurance policy will be provided by the Board to all bargaining unit members. These benefits will be effective the first day the employee is on duty and will be continued through June of his/her terminal contract year of employment. This fringe benefit is in addition to salary applicable to professional employees as determined by the salary schedule.

10. A Preferred Vision Care plan will be offered by the Board to all bargaining unit members.

11. A flexible benefit plan, which qualifies as a "Cafeteria Plan" within the meaning of Section 125(d) of the Internal Revenue Code of 1954 as amended, shall be provided by the Board to provide bargaining unit members with a choice of certain taxable and tax-free benefits.

Monthly Allocation by the Board

The sum of sixty dollars ($60) per month shall be paid by the Board on behalf of each bargaining unit member toward the purchase of any one or any combination of benefits available under the Plan.

Voluntary Salary Reduction Contribution

Each bargaining unit member shall be entitled once annually, on forms provided, to elect to have a portion of that member's salary be used by the Board to purchase additional benefits under the Plan. Such reduction shall be applied to the members's salary before federal and state income tax, FICA tax, and KPERS is deducted.

Plan Benefits

Optional benefits to be offered shall include at least the following:

a. Dependent health and dental insurance premiums.
b. Individual group term life insurance premiums.
c. Disability insurance premiums.
d. Qualified dependent child care.
e. Qualified medical expenses not covered by insurance.
f. Post retirement life insurance premiums. (When available).
g. Cash

Selection of any option(s) by a faculty member will be permitted upon original employment and thereafter prior to the beginning of each succeeding Plan contract year. The member shall be permitted to change options once during the contract year if evidence of change in family and/or insurability status is presented in writing to the President of the college or his designated representative.

Unused Funds

Funds designated in the Plan that are not used for the designated portion of the Plan prior to thirty (30) days from the end of the contract year shall become the property of the KCKCC Board of Trustees.

Benefit Period

Benefits for a new bargaining unit member or one returning from an unpaid leave shall be effective on the first day the employee is on duty and continue through June of the terminal contract year of employment.

Cash Option

Any bargaining unit member shall have the option to receive as cash all or any part of the Section 125 contribution by the Board while such member is an employee of the Board. Any member failing to specify or select benefits in an amount equal to or in excess of the allowance made by the Board shall be deemed to have opted for cash in such amount or residue for any month(s) for which such selection is not made. Cash received under this provision shall be included in salary compensation and be subject to federal and state income taxes, FICA taxes, and KPERS deductions.

Board of Trustees Obligations

The Board shall:

a. Develop and administer detailed guidelines as necessary for the operation of the program.
b. Have the option of including in the Plan any other group of employees.

12. Any Professional Employee who reaches Step 16, and who remains on said step for a period of three consecutive years, shall be eligible for advancement to Step 17. Advancement to Step 17 shall be conditional upon the Professional Employee receiving a recommendation of both the Professional Employee's division chairperson or director and the appropriate dean. In the event a Professional Employee is not recommended for advancement by either the supervisor or the dean, said Professional Employee shall have the right to appeal said decision to the President of the College, whose decision on the matter shall be final.

13. Any Professional Employee in Class V or VI who reaches Step 17, and who remains on said step for a period of four consecutive years, shall be eligible for advancement to Step 18. Advancement to Step 18 shall be conditional upon the Professional Employee receiving a recommendation of both the Professional Employee's division chairperson or director and the appropriate dean. In the event a Professional Employee is not recommended for advancement by either the supervisor or the dean, said professional Employee shall have the right to appeal said decision to the President of the College, whose decision on the matter shall be final.

Article X.

B. Salary Schedule and Index

KCKCC SALARY SCHEDULE
1990 - 1991

Steps	Class I Occupational Career	Class II Master's Degree	Class III Master's +15	Class IV Master's +30	Class V Master's +45	Class VI Doctorate Degree
1A	20880	23200	24359	25520	26680	29000
B	23176	25752	27039	28327	29614	32190
2A	21808	24128	25288	26448	27608	29928
B	24206	26782	28069	29357	30644	33220
3A	22736	25055	26216	27375	28536	30855
B	25236	27812	29099	30387	31674	34250
4A	23664	25984	27143	28304	29464	31784
B	26267	28842	30129	31417	32705	35280
5A	24591	26912	28071	29232	30391	32712
B	27297	29872	31159	32447	33735	36310
6A	25519	27839	28999	30159	31319	33640
B	28327	30902	32189	33477	34765	37340
7A	26448	28768	29928	31088	32248	34568
B	29357	31932	33220	34507	35795	38370
8A	27375	29696	30855	32016	33176	35496
B	30387	32962	34250	35537	36825	39400
9A	28304	30624	31784	32944	34104	36424
B	31417	33992	35280	36567	37855	40430
10A	29232	31552	32712	33872	35032	37352
B	32447	35022	36310	37597	38885	41460
11A	30159	32480	33640	34800	35960	38280
B	33477	36052	37340	38628	39915	42490
12A	31087	33408	34567	35728	36887	39208
B	34507	37082	38370	39658	40945	43520
13A	32016	34336	35496	36656	37816	40136
B	35537	38112	39400	40688	41975	44550

14A	32944	35264	36424	37584	38744	41064
B	36567	39143	40430	41718	43005	45581
15A	33872	36192	37352	38512	39672	41992
B	37597	40173	41460	42748	44035	46611
16A	34800	37120	38280	39440	40600	42920
B	38628	41203	42490	43778	45066	47641
17A	35728	38048	39208	40368	41528	43848
B	39658	42233	43520	44808	46096	48671
18A					42456	44776
B					47126	49701

"A" designates a 182 day faculty member's salary.
"B" designates a 212 day faculty member's salary.

Article X.

KCKCC SALARY SCHEDULE
1991 - 1992

Steps	Class I Occupational Career	Class II Master's Degree	Class III Master's +15	Class IV Master's +30	Class V Master's +45	Class VI Doctorate Degree
1A	21510	23900	25094	26290	27485	29875
B	23876	26529	27855	29181	30508	33161
2A	22466	24856	26051	27246	28441	30831
B	24937	27590	28916	30243	31569	34222
3A	23422	25811	27007	28201	29397	31786
B	25998	28651	29977	31304	32630	35283
4A	24378	26768	27962	29158	30353	32743
B	27059	29712	31038	32365	33691	36344
5A	25333	27724	28918	30114	31308	33699
B	28120	30773	32100	33426	34752	37405
6A	26289	28679	29874	31069	32264	34655
B	29181	31834	33161	34487	35814	38467
7A	27246	29636	30831	32026	33221	35611
B	30243	32895	34222	35548	36875	39528
8A	28201	30592	31786	32982	34177	36567
B	31304	33957	35283	36610	37936	40589
9A	29158	31548	32743	33938	35133	37523
B	32365	35018	36344	37671	38997	41650
10A	30114	32504	33699	34894	36089	38479
B	33426	36079	37405	38732	40058	42711
11A	31069	33460	34655	35850	37045	39435
B	34487	37140	38467	39793	41119	43772
12A	32025	34416	35610	36806	38000	40391
B	35548	38201	39528	40854	42181	44834
13A	32982	35372	36567	37762	38957	41347
B	36610	39262	40589	41915	43242	45895

14A	33938	36328	37523	38718	39913	42303
B	37671	40324	41650	42976	44303	46956
15A	34894	37284	38479	39674	40869	43259
B	38732	41385	42711	44038	45364	48017
16A	35850	38240	39435	40630	41825	44215
B	39793	42446	43772	45099	46425	49078
17A	36806	39196	40391	41586	42781	45171
B	40854	43507	44834	46160	47486	50139
18A					43737	46127
B					48548	51200

"A" designates a 182 day faculty member's salary.
"B" designates a 212 day faculty member's salary.

KCKCC SALARY SCHEDULE INDEX
1990-1992

Steps	Class I Occupational Career	Class II Master's Degree	Class III Master's +15	Class IV Master's +30	Class V Master's +45	Class VI Doctorate Degree
1A	0.90	1.00	1.05	1.10	1.15	1.25
B	0.9990	1.1100	1.1655	1.2210	1.2765	1.3875
2A	.94	1.04	1.09	1.14	1.19	1.29
B	1.0434	1.1544	1.2099	1.2654	1.3209	1.4319
3A	.98	1.08	1.13	1.18	1.23	1.33
B	1.0878	1.1988	1.2543	1.3098	1.3653	1.4763
4A	1.02	1.12	1.17	1.22	1.27	1.37
B	1.1322	1.2432	1.2987	1.3542	1.4097	1.5207
5A	1.06	1.16	1.21	1.26	1.31	1.41
B	1.1766	1.2876	1.3431	1.3986	1.4541	1.5651
6A	1.10	1.20	1.25	1.30	1.35	1.45
B	1.2210	1.3320	1.3875	1.4430	1.4985	1.6095
7A	1.14	1.24	1.29	1.34	1.39	1.49
B	1.2654	1.3764	1.4319	1.4874	1.5429	1.6539
8A	1.18	1.28	1.33	1.38	1.43	1.53
B	1.3098	1.4208	1.4763	1.5318	1.5873	1.6983
9A	1.22	1.32	1.37	1.42	1.47	1.57
B	1.3542	1.4652	1.5207	1.5762	1.6317	1.7427
10A	1.26	1.36	1.41	1.46	1.51	1.61
B	1.3986	1.5096	1.5651	1.6206	1.6761	1.7871
11A	1.30	1.40	1.45	1.50	1.55	1.65
B	1.4430	1.5540	1.6095	1.6650	1.7205	1.8315
12A	1.34	1.44	1.49	1.54	1.59	1.69
B	1.4874	1.5984	1.6539	1.7094	1.7649	1.8759
13A	1.38	1.48	1.53	1.58	1.63	1.73
B	1.5318	1.6428	1.6983	1.7538	1.8093	1.9203

14A	1.42	1.52	1.57	1.62	1.67	1.77
B	1.5762	1.6872	1.7427	1.7982	1.8537	1.9647
15A	1.46	1.56	1.61	1.66	1.71	1.81
B	1.6206	1.7316	1.7871	1.8426	1.8981	2.0091
16A	1.50	1.60	1.65	1.70	1.75	1.85
B	1.6650	1.7760	1.8315	1.8870	1.9425	2.0535
17A	1.54	1.64	1.69	1.74	1.79	1.89
B	1.7094	1.8204	1.8759	1.9314	1.9869	2.0979
18A					1.83	1.93
B					2.0313	2.1423

"A" designates the factor used for a 182 day faculty member's salary.
"B" designates the factor used for a 212 day faculty member's salary.

Article XI. Miscellaneous

A. The terms and conditions of an interim Bargaining Unit Member to teach ten (10) semester hour equivalents or more in a semester shall be governed by this Master Contract, and his/her compensation shall be prorated on the appropriate step and class.

1. for less than 13 hours the rate of one third (1/3) of the appropriate class and step in the 9 month salary schedule.
2. for 13 hours or more, the rate of one half (1/2) of the appropriate class and step in the 9 month salary schedule.

B. All of the hours earned after the granting of the Master's Degree must be graduate hours unless undergraduate credit hours are approved by the President prior to enrollment. Also all hours counted for this purpose must be in the field of teaching or a closely allied field from a regionally accredited college or university.

C. New professional employees with a Master's Degree and previous teaching experience may be entered on the salary schedule no higher than Step 4 except with the approval of the Board of Trustees.

D. Each individual on a 212 day contract shall receive at least 1 block of two consecutive weeks of non-assigned time and 2 one full week blocks of unassigned time per contract year.

E. The assigned work schedule for 212 day professional employees shall be agreed to at the beginning of the contract year. In the event agreement cannot be reached between the appropriate director and the professional employee, the director shall have the sole discretion of establishing the schedule consistent with terms and conditions of this agreement.

F. The Faculty Unit of KNEA will work with the Board's representative(s) during 1990-91 and if necessary 1991-92 to negotiate Article VI, Severance Pay, in conjunction with an early retirement program. The result will become part of the negotiations process for the 1992-93 contract year.

ARTICLE XII. Duration Clause

This Master Contract shall be in effect when ratified by the parties and shall continue in effect until June 30, 1992.

MASTER CONTRACT 1990-1992

BETWEEN

BOARD OF TRUSTEES, Kansas City Kansas Community College

and

PROFESSIONAL EMPLOYEES, Kansas City Kansas Community College

approved and ratified this 3rd day of July, 1990.

for the Board of Trustees

for the Professional Employees

KANSAS CITY KANSAS COMMUNITY COLLEGE

GRIEVANCE FORM

Level Two - Dean

Submission of Grievance: This form must be completed in full and signed by the Grievant.

Grievant's Name_____ Department_____

Date alleged grievance occurred_____

Date of Conference - Level One_____

I. Statement of Grievance: Give a concise statement of the problem, citing the specific provision(s) of the contract, Board Policy, administrative regulation or practice allegedly violated, misinterpreted, or misapplied.

II. Remedy: Specify the action sought to remedy the alleged problem.

_____ _____
Grievant's Signature Date Submitted

_____ _____
Distribution: Received by Dean
1 copy Dean
1 copy Association Pres. Date_____ Time_____
1 copy retained by Grievant

KANSAS CITY KANSAS COMMUNITY COLLEGE

GRIEVANCE FORM

Level Three - Faculty Unit Grievance Committee

(Attach copy of Formal Level One grievance and response)

I. I request that this grievance be transmitted to the Faculty Unit Grievance Committee

II. Why is grievance being appealed to Formal Level Three?

III. Remedy sought:

_____ _____

Grievant's Signature Date

_____ _____

Distribution
2 copies to Association Pres.
1 copy Dean
1 copy retained by Grievant

Received by the Assoc. Pres.

Date_____Time_____

KANSAS CITY KANSAS COMMUNITY COLLEGE

GRIEVANCE FORM

Level Four - College President

(Attach copy of Level Two grievance and responses and Level Three grievance and response)

I. Why is grievance being appealed to Formal Level Four?

II. Remedy sought:

_____ _____

Grievant's Signature Date

_____ _____

Distribution
1 copy to College President
1 copy Association President
1 copy retained by Grievant

Received by the College President

Date_____Time_____

KANSAS CITY KANSAS COMMUNITY COLLEGE

GRIEVANCE FORM

Level Five - Board of Trustees

(Attach copy of Level Two grievance and response, Level Three grievance and response and Level Four grievance and response)

I. Why is grievance being appealed to Level Five?

II. Remedy sought:

_____ _____

Grievant's Signature Date

_____ _____

Distribution
1 copy to Board Chairman
1 copy Association President
1 copy College President
1 copy retained by Grievant

Received by the Board Chairman

Date_____Time_____

LABETTE COMMUNITY COLLEGE

MASTER AGREEMENT

1989-92

February, 1989

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PREAMBLE

This agreement is between the Board of Trustees of the Labette Community College (hereinafter referred as the "Board") and the Labette Community College Faculty Association (hereinafter referred to as the "Association" as the representative of the Professional Employees (as defined in K.S.A. 72-5413), and hereinafter referred to as "Professional Employees" of the Labette Community College (hereinafter referred to as the "College").

ARTICLE I

Savings Clause

If any provision of this agreement or any application of this agreement to any Professional Employee is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the intent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II

Recognition

The Board hereby recognizes the Labette Community College Faculty Association as the exclusive negotiating representative of the professional personnel who are covered by the general salary schedule including all Professional Employees of Labette Community College, except administrative employees, in accordance with the provisions of the statutes of the State of Kansas.

ARTICLE III

Retained Rights of the Board

The Board shall operate and manage the College. It is understood that the rights of Professional Employees are set forth throughout the balance of the Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the expressed limitations set forth elsewhere in this Agreement, the

Board shall hire and transfer Professional Employees; discipline, reprimand, suspend or discharge Professional Employees for just cause; lay off and recall Professional Employees; make administrative evaluation of Professional Employees; extend contracts; determine the number of Professional Employees to be used in any classification or activity; prepare, enter into and execute principal employment contracts between Professional Employees and the Board and such contracts shall include by reference this Agreement; prepare, enter into, and execute separate supplemental contracts; determine the period, curriculum and content of any school activity, the period, curriculum and content of any course with due regard for academic freedom of Professional Employees; establish or change rules, regulations and practices concerning operating and managing the College but which shall not set aside other terms of this Agreement; close down or move the College or any part thereof or curtail operations; establish new departments or operations and discontinue existing departments or operations, in whole or in part; determine the number and location of operations, services and courses; and otherwise, generally manage the College and direct the Professional Employees. The above rights are not all-inclusive, but enumerate by way of illustration the type of rights which belong to the Board. All other rights, powers, or authority

which the Board had prior to the signing of the Agreement are retained by it, except those which have been specifically abridged, delegated, or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

ARTICLE IV

Association and Member Rights

A. Every Professional Employee shall have the right to form, join, or assist Professional Employees' organizations (the LCC Faculty Association), to participate in professional negotiations with the Board of Trustees through representatives of their own choosing for the purpose of establishing, maintaining, protecting, or improving terms and conditions of professional service. Professional Employees shall also have the right to refrain from any or all the foregoing activities. The Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any Professional Employee in the enjoyment of any right conferred by the laws of the State of Kansas or the Constitution of the State of Kansas and the United States.

B. The President of the College, upon request, shall provide the Association with public documents within his/her possession which will assist the

Association in developing intelligent, accurate, informed and constructive proposals, except that access to the budget shall be permitted only after the budget has been approved by the Board. The President of the College, within legal limits, shall also furnish upon request available information which may be necessary to process grievances under this Master Agreement period.

C. All personnel files pertaining to an individual Professional Employee, except material which the College receives from confidential sources such as college or non-college placement centers, shall be made available to the individual for inspection and to the Association upon request of the individual Professional Employee with the right to reproduce these documents.

D. The Faculty Senate, consisting of a minimum of five (5) Professional Employees elected by members of the Association and serving as the Executive Committee of the Association shall serve as the regular channel of communication between the Association, the Administration, and the Board. Furthermore, the Faculty Senate shall advise the President of the College and/or the Board on any matter of concern to the Association or the College. Such advice shall be given when the President or the Board requests it, but it may

also be offered on the initiative of the faculty Senate.

E. The Faculty Senate, or any member of the Association duly designated by the Senate, shall be entitled to appear on the agenda of all Board meetings in a listing separate from all other listings. The Board may place any reasonable time limit it so desires on such appearances of the Faculty Senate or the duly designated representatives of the Association. Nothing in this section shall be construed to prevent Professional Employees, individually or in concert or through a representative (as stated above) they may choose, collectively or individually, from presenting or making known their positions and/or proposals to the Board of Trustees or other chief executive officer employed by the Board of Trustees.

F. Professional Employee contracts shall be filed according to academic year separate from the individual faculty personnel files.

ARTICLE V

Conditions of Employment

A. Each Professional Employee shall perform the duties and services necessary to the position for which employed, shall make and file reports required by the Board or President, shall cooperate with the Administration in the development and

execution of the instructional program, and shall perform such other services as may be mutually agreed upon by the Administration and the Professional Employee.

B. Each Professional Employee shall endeavor to preserve in good condition and order the school buildings, grounds, furniture, apparatus, and such other property as may come under his/her immediate supervision.

C. Each Professional Employee shall attend faculty meetings called by the President or the Dean of Instruction. At the beginning of each semester one or two dates within each month of the semester will be reserved for faculty meetings. In the event that additional meetings must be scheduled or prescheduled meeting dates changed, the Professional Employees unable to attend the meeting because of their own previously scheduled commitments must notify, at the earliest possible date, the office of the administrator who scheduled the meeting.

D. Full Time Work Load

A full time work load shall be established for each Professional Employee and non-teaching Professional Employee for each semester. This work load shall be determined by the Administration after consultation with the advice from

the Professional Employee and Dean of Instruction. Recommendations for a work load will take into consideration the following:

1. Contact Hours
2. Number of Preparations
3. New Course Assignments
4. Number of Students
5. Night Classes
6. Classes outside of Parsons (mileage, travel time, etc.)

E. Non-teaching assignments shall be as follows:

1. Committees

   Assignments of Professional Employees to student service committees shall be the responsibility of the Administration. Assignments should be equalized as nearly as possible.

2. Extra-curricular

   a. Sponsorship of student non-classroom organizations shall be on a voluntary basis. In the absence of volunteers, the Administration would assume the responsibility of assigning sponsors.

   b. Assignments to student non-classroom activities which are sponsored by the College shall be made by the Administration on the roster basis.

F. Each Professional Employee shall make available official transcripts of all his/her academic records.

G. Each Professional Employee shall make available:

1. Application and/or placement records where applicable.
2. Copies of any reports and recommendations concerning Professional Employees professional competence.
3. Personal data sheet.

H. Each Professional Employee shall notify the Dean of Instruction's office as far in advance as possible in case of his/her absence. If a substitute is required, the Professional Employee will confer with the substitute concerning classwork to be assigned during the absence.

I. Each Professional Employee should have an up-to-date syllabus for each course taught. The syllabus should contain a general description of the course, objectives (general and performance goals -- at least one behavioral for each general objective), primary references, general outline, methods and procedures, materials to be used, and evaluation procedure. A copy of the syllabus should be given to each student at the beginning of the course. Also, an up-to-date copy shall be

on file in the library and the Dean of Instruction's office.

J. Outside Employment

Full time Professional Employees and non-teaching Professional Employees are expected to render full time and attention to the assignment for which they are employed by the College. A condition of employment is the recognition on the part of each individual member that his/her loyalty to the College is undivided and his/her cooperation is assured. It is also understood that there are extra-class duties and responsibilities, including participation in certain College activities. This precludes the acceptance of any outside employment or responsibilities which might make it impossible for the individual member to devote full time and attention to the assignment for which he/she is employed by the College. Participation in such outside employment must have prior approval of the Board. Request for such activities must be made in writing to the Board.

K. Physical Examinations

Only those Professional Employees who by the nature of their job responsibilities are required to maintain physical examination records will be required to do so. The frequency of such examinations shall be determined by the requirements of

the job description to be determined by the Dean of Instruction.

L. Faculty Office Hours

It is required that Professional Employees schedule a minimum of 10 hours in their offices each week to be available to advisees or other students seeking help and an additional unposted 5 hours on campus for the same purpose.

M. Any provision in this Agreement may be changed during the term of this Agreement if both parties agree to open the Agreement and make such changes.

ARTICLE VI

Personnel Policies

A. Leave for Attending Professional Meetings

State colleges and universities often conduct one or two day workshops or training sessions in various subject matter fields. Leave for attending these meetings shall be granted to the Professional Employee upon prior arrangement with the appropriate Dean.

1. Professional meetings attended should be related to individual subject matter areas. Such meetings are important:

   a. To keep up with current trends in the individual teaching fields in areas of new materials and new ideas.

b. To insure better correlation between community college transfer credits and state college and university requirements.

c. To find possible solutions to common teaching problems.

d. To provide opportunities to hear authorities in the individual teaching field.

2. Days allowed for such meetings shall not exceed four days per year in addition to the Kansas Association of Community College meetings -- not to accumulate.

3. Arrangements will be made with the Administration for reimbursement for mileage and expenses incurred in attending professional meetings other than Kansas Higher Education Association meetings.

B. Release Time for Curriculum Development

Time shall be set aside for departmental use in developing and planning the department's curriculum. Professional employees may request release time for professional meetings, visitation of other schools, and other professional reasons, and the same may be given upon recommendation of the President of the College with discretion.

C. Personal Leave

Leave of absence shall be granted for personal business, impassable roads, community affairs, and

court summons upon approval of the Administration. A Professional Employee may be absent three days each year, without any salary deductions, for personal business upon consent of the Administration. Request for such leave should be made in writing one day in advance if possible. These days are not to accumulate.

D. Military Leave

Both parties agree to abide by all valid applicable laws related to military service.

E. Sick Leave

Sick leave benefits are extended to all Professional Employees covered by this Master Agreement. Sick leave is defined as days of absence for illness or injury of the Professional Employee, including the time during which the Professional Employee is physically unable to perform normal work assignments because of child-bearing. Payment for sick leave shall be subject, when requested by the Board, to medical certification from the Professional Employee's medical or osteopathic physician (or the medical or osteopathic physician of the Board, at its option) for any absence of five or more consecutive days.

Professional Employees who are absent because of illness or injury covered by Workmen's Compensation shall receive an amount equal to the

combination of Workmen's Compensation disability benefits and sick leave benefits which equal a regular day's pay. The amount of sick leave charged against accumulated sick leave shall be in the same proportion as the amount of sick leave compensation received is to the Professional Employees regular full-time pay, to be computed to the nearest 1/8 of a day for each such day of absence. The term "days" as used herein is defined as days on which the employee drawing sick leave would normally have reported for work. Each regularly employed Professional Employee shall start each school year with 10 full days of sick leave credit with full pay, and days not used shall accumulate to 30 days.

After 30 days have been accumulated at the end of a contract year, all accumulating factors are eliminated, and 90 days sick leave will be granted in each succeeding contract year. Up to 5 days of the sick leave benefits may be used for illness or death in the immediate family (husband, wife, father, mother, brother, sister, children, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather), or any relative/individual living in the employees household.

Employees who find that they are unable to be present to discharge their assigned duties will call the office of the appropriate Dean as far in advance as possible.

In all cases, unused accumulated sick leave will be canceled when employment with the College is terminated and will not be compensated for in terminal pay. Persons injured on the job must file Workmen's Compensation forms where this applies.

Sick leave policy will be in effect for part-time employees, but prorated on the basis of contracted time of instruction.

In unusual circumstances, the final decisions shall be made by the President of the College and the Board of Trustees.

ARTICLE VII

Resolving Grievances

A. Declaration of Purpose

Every school system has grievances. If allowed to go unresolved they have a damaging effect on teaching efficiency. They normally arise from misunderstanding rather than from bad intention. A good procedure for resolving them is of extreme value to the College and to the community it serves.

B. Definitions

1. A "Grievance" is a complaint by a Professional Employee or a group of Professional Employees based on an alleged violation, misrepresentation or misapplication by the College of this Agreement or any Board Policy or Administrative Regulations affecting the terms and conditions of professional service of the Professional Employees which are required to be negotiated under Kansas State law.
2. The term "Professional Employee" may include a group of Professional Employees who are similarly affected by a grievance.
3. An "aggrieved person" shall mean the person or persons making the complaint.
4. A "party in interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. The term "days" except when otherwise indicated, shall mean working days.

C. Procedures

1. Level One

   The aggrieved person should request an informal conference with the appropriate Dean

within 10 days after he/she becomes aware of the grievance. At this conference the aggrieved person may be accompanied by a representative of the Association's Grievance Committee. Such representative may serve as spokesperson for the aggrieved person. The purpose of these informal meetings is to give the appropriate Dean the opportunity to resolve the grievance in an informal way.

2. Level Two

If the aggrieved person has been unable to get a conference with the Dean within 10 days of the request, or having had the conference, has not found a solution to the grievance, he/she shall ask the assistance of a representative of the Association's Grievance Committee, and prepare a written statement of the grievance within 10 days after failure to find a satisfactory informal solution in the Dean's office. One copy shall be delivered to the Dean's office, one to the Association's Grievance Committee Chairperson, and one should be kept by the aggrieved person. Within 10 days after delivery of the formal grievance at the office of the Dean, the Dean or his/her representative shall deliver to the Professional Employee in writing, the decision

of the College with respect to the grievance, deliver a copy to the Association's Grievance Committee Chairperson and retain one copy for his/her own file. Such decision shall include appropriate supporting evidence and reasons for the decision. Failure of the Dean to make delivery of the decision of the College within 10 days shall constitute admission of the correctness of the claims made in grievance, and assurance that appropriate corrections will be made within 10 more days.

3. Level Three

If no written notice of appeal of this decision from the appropriate Dean has been received by the President within 10 days after receipt of the Dean's decision in Level Two, then no further consideration of the matter will be made by the Administration. If the decision of the College as expressed by the Dean in Level Two is not satisfactory to the aggrieved Professional Employee, the Association's Grievance Committee shall cause to be made objective findings of fact relating to the grievance. The Association's Grievance Committee which serves in the role of

advocate, shall make careful evaluation of the grievance in the light of the findings. Based on the findings, the Association's Grievance Committee will counsel the aggrieved Professional Employee either to accept the decision of the College as indicated by the Dean, or to appeal that decision to the President. If the appeal to the President is chosen, such aggrieved person or a representative of the Association's Grievance Committee shall file a written notice of appeal of the decision at Level Two with the President within 10 days after receipt of the decision from the Dean. The President shall review the grievance. The President may request a meeting with the grievee in order to resolve the grievance on an informal basis. The decision of the President will be issued to the Board, the Association's Grievance Committee and to the aggrieved person within 10 days after receipt of the appeal to the President's level. The Grievance Committee at this time will decide upon whether or not to appeal the grievance to the Board.

4. Level Four

If the appeal to the Board is chosen, such appeal shall be filed with the Board within 10

days of receipt of the decision of the College from the President. Such aggrieved person or a representative of the Association's Grievance Committee shall file a written notice of appeal of the decision at Level Two and Three with the Board Chairperson. Within 10 days after receipt of the appeal, the Board shall set a date for a hearing and notify the aggrieved person and the Association's Grievance Committee and all other parties in interest of said date. Hearing on said grievance shall be held within 10 days of the issuance of said notice whether by the Board or a duly authorized committee consisting of not less than three members thereof. The Board and/or its committee shall render a decision in writing to the aggrieved person and the Association's Grievance Committee within 10 days after the conclusion of the hearing.

5. Level Five

If the Board's determination of the grievance at Level Four is based on the Board's application and interpretation of the Master Agreement as it pertains to said grievance, and the Association is not satisfied with the Board's interpretation and application of the

Master Agreement, the Association may submit grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the demand or arbitration is not filed with the President or his/her representative within 10 days of the date when the Board rendered its written decision, the grievance shall be deemed withdrawn. Request for arbitration will be made to the Kansas State Board of Education or the American Association of Arbitrators. If the request is made to the Kansas State Board of Education, the Commissioner of Education shall submit a panel of 5 arbitrators to a meeting of the parties which will be given alternate opportunities to strike two names. The remaining arbitrator will arbitrate the grievance.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Master Agreement.

The decision of the arbitrator shall be final and binding upon all parties.

The costs for the services of the arbitrator, including expenses, if any, will

be borne equally by the Board and the Association.

D. General Rules

1. It is the policy of the Board to assure to every Professional Employee the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or prejudice in any manner.
2. The purpose of these proceedings is to secure equitable solutions to grievances of Professional Employees and nonteaching faculty.
3. If any person is a party in interest to any grievance, such person is disqualified from exercising the judicial function in attempts to resolve the grievance.
4. Since the resolving of grievances should be expedited as much as possible, the time limit at each level shall be regarded as maximum and every effort should be made to use fewer than the maximum number of days. Time limits, however, may be extended by mutual agreement when circumstances justify doing so.
5. All documents, communications and records dealing with the processing of grievances shall be filed by the College separately from

the personnel files of the parties in interest.

6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other documents which are necessary, shall be provided by the Association.
7. No Professional Employee shall be required to discuss any grievance when the Association representative is not present.
8. The Board will cooperate with the Association in the investigation of a grievance and furnish such information within legal limits as is requested for the processing of any grievance.
9. Should the investigation or processing of any grievance require that a Professional Employee or Association representative be absent from his regular assignment, he shall be released without loss of pay or benefits.
10. Grievances filed toward the close of the school year shall be expedited insofar as is reasonably possible, with the intention to complete the processing before the close of the school year. If completion cannot be accomplished, the processing will be

re-established at the beginning of the new school year.

ARTICLE VIII

Due Process for Contract Termination or Non-renewal

Due process procedure is established for full-time Professional Employees by K.S.A. 1974 Supp. 72-5436 to 72-5440, 72-5442, 72-5443 and 72-5445, as amended by Senate Bill No. 460. A copy of the Act is kept by the Faculty Senate, and the Dean of Financial Services.

ARTICLE IX

Pay Day

Pay Day is the 20th of each month. If the 20th falls on Saturday or Sunday, pay day will be the preceding work day.

ARTICLE X

Payroll Deductions

Payroll deductions are to be made for federal and state income tax, retirement, social security, tax-sheltered annuities, group health insurance, and KNEA/KHEA Association dues; provided, the Professional Employee presents appropriate signed authorizations for such deductions to the Business Office when required by the College.

ARTICLE XI

Fringe Benefits

A. Health Insurance

Group health insurance will be provided through the Kansas Blue Cross/Blue Shield Insurance Company, unless another carrier is mutually agreed upon by the Association and the Trustees. Effective September 1, 1989, the Board shall pay a maximum of $152.19 per month toward the cost of a single premium for each full-time Professional Employee whose contract is signed by the Chairperson of the Board of Trustees.

B. Professional Employee Grants in Aid

The Board will grant full tuition and fees to the Professional Employee, to the spouse, and to dependent children. Terms of this Grant in Aid are:

1. That the Professional Employee must live in Labette County; and
2. Regular enrolled students shall take precedence over any Professional Employee if the class is full.

C. Fringe Benefit Pool

The Board of Trustees shall provide a plan which includes tax sheltered annuities, term life insurance or disability insurance to those Professional Employees who choose not to participate in the group medical insurance plan set forth in "A" above. The amount contributed monthly by the Board will be the same as that provided in part "A" above.

Application to participate in any one of the three plans offered shall be made to the Business Office on or before September 1 of each year. Funds accumulated through the tax sheltered annuity program may in the event of a change of employment be transferred to an I.R.A. but may not be withdrawn from the program prior to retirement or death and such programs shall comply with other provisions set forth by the Internal Revenue Service and the Social Security Administration.

ARTICLE XII

Resignations

A Professional Employee not planning to return in the fall will notify the President's Office, preferably in writing, no later than May 15th. However, if a Professional Employee knows he/she will not return in the fall, it would be helpful if he/she would notify the President's Office in advance of May 15 in order to allow time to secure a suitable replacement.

ARTICLE XIII

Retirement

There shall be mandatory retirement at age 70 years for all non-probationary professional employees; the non-probationary Professional Employee shall finish out the term in which he or she becomes 70 years of age.

ARTICLE XIV

Professional Compensation

A. Salary for Professional Employees covered by this Master Agreement shall be in accordance with the current salary schedule as set forth in Appendix A. In order to qualify for salary increases, the Professional Employee must present a transcript to the Dean of Instruction at any time prior to the beginning of each contract year. In order to count hours above the MS degree, they must be in the field of the academic major or with the approval of the administration.

B. If a Professional Employee, who has a full-time work load, accepts a request to teach an overload, his/her remuneration shall be determined by one of the following:

1. If the class that is offered for College credit produces adequate financial income to the College as determined by the Administration, then the Professional Employee shall receive remuneration as per credit hour taught

as indicated in the current salary schedule as set forth in Appendix B.

2. If the class that is offered for College credit does not produce adequate financial income to the College, then the Professional Employee shall receive prorated remuneration per credit hour taught as indicated in the current salary schedule as set forth in Appendix B.

3. If the class is offered for non-college credit, then the Professional Employee may negotiate the amount of the remuneration to be received for each contract hour taught.

C. With respect to numbers one (1) and two (2) above, the initial meeting of the class should be strictly an organization meeting and the responsibility of the Administration in order to determine the amount of remuneration to be paid to the Professional Employee.

ARTICLE XV

DURATION OF AGREEMENT

This Master Agreement shall become effective on the first day of the 1989-90 school year and shall remain in effect throughout the 1989-90, 1990-91 and 1991-92 school years and shall not be subject to negotiations during this period of time.

IN WITNESS WHEREOF, the parties have executed this Master Agreement this 9th day of February, 1989.

BOARD OF TRUSTEES

Chairperson

Clerk

FACULTY ASSOCIATION

President

Secretary

Overload Salary Schedule

The rate of pay for overload classes shall be based upon the rate of $250.00 per credit hour.

APPENDIX B

1989-90
4½%

19758 Base rate
0.040 Base Index
0.000 Index Reduction

ALT P to print
ALT I to input new values

STEP	BS or BA	Index	BS+15	Index	MS	Index	MS +15	Index	MS+30	Index	MS+45	Index	PhD	Index
1	18,177	0.920	18,968	0.960	19,758	1.000	20,548	1.040	21,339	1.080	22,129	1.120	22,919	1.160
2	18,968	0.960	19,758	1.000	20,548	1.340	21,339	1.080	22,129	1.120	22,919	1.160	23,710	1.200
3	19,758	1.000	20,548	1.040	21,339	1.080	22,129	1.120	22,919	1.160	23,710	1.200	24,500	1 240
4	20,548	1,040	21,339	1.080	22,129	1.120	22,919	1.160	23,710	1.200	24,500	1.240	25,290	1.280
5	21,339	1,080	22,129	1.120	22,919	1.160	23,710	1.200	24,500	1.240	25,290	1.280	26,081	1.320
6	22,129	1.120	22,919	1.160	23,710	1.200	24,500	1.240	25,290	1.280	26,081	1.320	26,871	1.360
7					24,500	1.240	25,290	1.280	26,081	1.320	26,871	1.360	27,661	1.400
8					25,290	1.280	26,081	1.320	26,871	1.360	27,661	1.400	28,452	1.440
9					26,081	1.320	26,871	1.360	27,661	1.400	28,452	1.440	29,242	1.480
10							27,661	1 400	28,452	1.440	29,242	1.480	30,032	1.520
11							28,452	1.440	29,242	1.480	30,032	1.520	30,822	1.560
12							29,242	1.480	30,032	1.520	30,822	1.560	31,613	1.600
13							30,032	1.520	30,822	1.560	31,613	1.600	32,483	1.640
14							30,822	1.560	31,613	1.600	32,403	1.640	33,193	1.680
15							31,613	1.600	32,403	1.640	33,193	1.680	33,984	1.720
16							32,403	1.640	33,193	1.680	33,984	1.720	34,774	1.760
17							33,193	1.680	33,984	1.720	34,774	1.760	35,564	1.800
18									34,774	1.760	35,564	1.800	36,355	1.840

Labette Comm. College
1990-91
5%

20746 Base rate
0.040 Base Index
0.000 Index Reduction

ALT F to print
ALT I to input new values

STEP	BS or BA	Index	BS+15	Index	MS	Index	MS +15	Index	MS+30	Index	MS+45	Index	PhD	Index
1	19,086	0.920	19,916	0.960	20,746	1.000	21,576	1.040	22,406	1.080	23,236	1.120	24,065	1.160
2	19,916	0.960	20,746	1.000	21,576	1.040	22,406	1.080	23,236	1.120	24,065	1.160	24,895	1.200
3	20,746	1.000	21,576	1.040	22,406	1.080	23,236	1.120	24,065	1.160	24,895	1.200	25,725	1.240
4	21,576	1.040	22,406	1.080	23,236	1.120	24,065	1.160	24,895	1.200	25,725	1.240	26,555	1.280
5	22,406	1.080	23,236	1.120	24,065	1.160	24,895	1.200	25,725	1.240	26,555	1.280	27,385	1.320
6	23,236	1.120	24,065	1.160	24,895	1.200	25,725	1.240	26,555	1.280	27,385	1.320	28,215	1.360
7					25,725	1.240	26,555	1.280	27,385	1.320	28,215	1.360	29,044	1.400
8					26,555	1.280	27,385	1.320	28,215	1.360	29,044	1.400	29,874	1.440
9					27,385	1.320	28,215	1.360	29,044	1.400	29,874	1.440	30,704	1.480
10							29,044	1.400	29,874	1.440	30,704	1.480	31,534	1.520
11							29,874	1.440	30,704	1.480	31,534	1.520	32,364	1.560
12							30,704	1.480	31,534	1.520	32,364	1.560	33,194	1.600
13							31,534	1.520	32,364	1.560	33,194	1.600	34,023	1.640
14							32,364	1.560	33,194	1.600	34,023	1.640	34,853	1.680
15							33,194	1.600	34,023	1.640	34,853	1.680	35,683	1.720
16							34,023	1.640	34,853	1.680	35,683	1.720	36,513	1.760
17							34,853	1.680	35,683	1.720	36,513	1.760	37,343	1.800
18									36,513	1.760	37,343	1.800	38,173	1.840

1991-92
5½%

21867 Base rate
0.040 Base Index
0.000 Index Reduction

ALT P to print
ALT I to input new values

STEP	BS or BA	Index	BS+15	Index	MS	Index	MS +15	Index	MS+30	Index	MS+45	Index	PhD	Index
1	20,136	0.920	21,012	0.960	21,887	1.000	22,762	1.040	23,638	1.080	24,513	1.120	25,389	1.160
2	21,012	0.960	21,887	1.000	22,762	1.040	23,638	1.080	24,513	1.120	25,389	1.160	26,264	1.200
3	21,887	1.000	22,762	1.040	23,638	1.080	24,513	1.120	25,389	1.160	26,264	1.200	27,140	1.240
4	22,762	1.040	23,638	1.080	24,513	1.120	25,389	1.160	26,264	1.200	27,140	1.240	28,015	1.280
5	23,638	1.080	24,513	1.120	25,389	1.160	26,264	1.200	27,140	1.240	28,015	1.280	28,891	1.320
6	24,513	1.120	25,389	1.160	26,264	1.200	27,140	1.240	28,015	1.280	28,891	1.320	29,766	1.360
7					27,140	1.240	28,015	1.280	28,891	1.320	29,766	1.360	30,642	1.400
8					28,015	1.280	28,891	1.320	29,766	1.360	30,642	1.400	31,517	1.440
9					28,891	1.320	29,766	1.360	30,642	1.400	31,517	1.440	32,393	1.480
10							30,642	1.400	31,517	1.440	32,393	1.480	33,268	1.520
11							31,517	1.440	32,393	1.480	33,268	1.520	34,144	1.560
12							32,393	1.480	33,268	1.520	34,144	1.560	35,019	1.600
13							33,268	1.520	34,144	1.560	35,019	1.600	35,895	1.640
14							34,144	1.560	35,019	1.600	35,895	1.640	36,770	1.680
15							35,019	1.600	35,895	1.640	36,770	1.680	37,646	1.720
16							35,895	1.640	36,770	1.680	37,646	1.720	38,521	1.760
17							36,770	1.680	37,646	1.720	38,521	1.760	39,397	1.800
18									38,521	1.760	39,397	1.800	40,272	1.840

A G R E E M E N T

Between

PRATT COMMUNITY COLLEGE

and

PRATT HIGHER EDUCATION ASSOCIATION

Effective: July 1, 1990
Through: June 30, 1991

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INTRODUCTION

The Board of Trustees of the Pratt Community College (hereinafter referred to as the "Board") and the Pratt Higher Education Association (hereinafter referred to as the "Association") as representatives of the professional employees (as defined in K.S.A. 72-5413, and hereinafter referred to as "Professional Employees") of the Pratt Community College (hereinafter referred to as the "College"), enter into this Agreement covering the following terms and conditions of professional service for the academic year 1990-1991.

ARTICLE I - ACADEMIC YEAR CONTRACT

The normal academic year contracts will consist of a maximum of 175 days, one day of which will be designated as an institutional service day. The Board and any Professional Employee may mutually agree to additional working days, including the nature of the services to be performed and the terms of remuneration. The Board shall establish the working days, which will not include the following holidays:

Thanksgiving and the day after Thanksgiving
Christmas Eve Day and Christmas Day
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

and also will not include holiday leave between Christmas Day and New Year's Day. Academic Olympics Day will not be scheduled during a vacation or holiday leave period.

ARTICLE II - PROBATIONARY STATUS

A. All individuals who have been actively employed as Professional Employees by the College before July 1, 1986, together with all individuals who have become actively employed as Professional Employees by the College after July 1, 1986, but who have completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-5445(a) shall be deemed to be in a probationary status during their first two (2) consecutive years of full-time employment at the College.

B. All individuals who have become actively employed as Professional Employees by the College after July 1, 1986,

who have not completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-5445(a) shall be deemed to be in a probationary status during their first three (3) consecutive years of full-time employment at the College.

C. Any contract with any such employee may or may not be renewed as the Board shall determine without further liability to either party. The reasons for the non-renewal shall be left to the discretion of the Board and shall not be subject to challenge, except that its decision shall not be based on legally impermissible grounds. In the event of non-renewal, the Board, or its authorized representative, shall so notify the probationary employee in writing on or before April 10.

D. A Professional Employee on probationary status shall have no seniority rights but shall be entitled during the employment to the same economic benefits that are provided for other Professional Employees, unless otherwise set forth.

ARTICLE III - SALARY

A. The Board reserves the right to make final decisions in matters relating to salary and placement on the salary schedule (marked Exhibit A attached), including the right to pay any or all Professional Employees in excess of the schedule as part of initial placement and to deny or prorate increments based upon financial conditions as provided by statute. Subject to these provisions, the following procedure will be followed:

1. Placement of New Professional Employees - New Professional Employees shall be evaluated by the Administration and placed in the position found appropriate by them on the salary schedule on the basis of training, experience and the market.

2. Advancement by Academic Attainment - Professional Employees shall advance to their level of academic attainment as shown on the attached schedule approved by the Administration, provided they have stated their intention by June 1 to complete such additional graduate work and submit evidence of completion of such work to the President's office before September 10 of the year for which such pay is sought. To be counted for salary purposes, credit hours earned after the Masters Degree must be graduate credit hours and in the Professional Employee's academic field unless undergraduate credit hours or hours outside of the

Professional Employee's academic field are recommended and approved by the Administration in writing prior to attending any such undergraduate courses or courses outside the Professional Employee's academic field.

3. Advancement by Length of Service - Professional Employees shall advance each year according to length of service with the College as shown on the attached salary schedule.

4. Additional Courses -

   a. Professional Employees shall have the first opportunity to teach the semester-length scheduled courses offered on campus up to the regular load of thirty (30) credit hours per year or equivalent. They will be notified of these offerings by publication of the schedule. Professional Employees desiring to teach these courses after July 1, 1988 must respond to Administration within ten (10) days of publication of the schedule after July 1, 1988.

   b. Professional Employees who teach courses outside the county of Pratt shall be reimbursed at a rate of $10.00 per credit hour in excess of the normal compensation for such classes.

5. Compensation for Video Tape Courses - A Professional Employee shall receive $150.00 per credit hour for developing materials, making tapes, and conducting a course to be recorded on video tape. If for any reason the Professional Employee cannot make all of the video tapes necessary or conduct the course during its initial presentation, adjustments in compensation can be made at the rate of $10.00 per instructional or taped hour. Compensation for teaching the second and subsequent presentations of a video tape course shall be $75.00 per credit hour.

6. Overload Compensation - A Professional Employee who teaches in excess of the normal professional load or who is reassigned according to Section C of Article XXIII shall be compensated at the rate of $280.00 per credit hour for Professional Employees with six (6) or less semesters' service and $295.00 per credit hour for Professional Employees with seven (7) or more semesters' service. Overload will be determined after the finalization of intersession enrollments during the spring semester. Payment will be in a lump sum or prorated over the remaining months of the spring semester at the Professional Employee's option.

7. Coaches - Salaries for Professional Employees whose primary duty is coaching rather than classroom teaching shall be subject to mutual approval of the coach and the Board.

8. Miscellaneous Compensation - Chaperoning of co-curricular events shall be on a volunteer basis. Professional Employees who serve as faculty advisors for active on-campus student organizations with five (5) or more members shall receive $50.00 per semester for such sponsorship.

ARTICLE IV - IRC SECTION 125 CAFETERIA PLAN

A. The Board will pay the sum of $210.00 per month to each Professional Employee as a contribution to a Section 125 Cafeteria Plan approved by the Board which will allow each Professional Employee to elect to receive all or part of such amount in cash or to use part or all of such amounts to pay the cost of Health and Dental insurance together with other options provided by such cafeteria plan.

B. Professional Employees will make timely filing of any forms required to participate in the Section 125 Cafeteria Plan.

C. The Board will provide full payment of premiums for group term life insurance of $15,000.00 coverage for full-time Professional Employees whose base salary is $11,900.00 or more per year.

D. A long-term, full-time Professional Employee (employed at the College for eight [8] or more consecutive years) may elect to remain enrolled in the College-sponsored health insurance program upon retirement from the College pursuant to the terms of the College-sponsored health insurance program and conditioned upon the Professional Employee being solely responsible for the payment of the monthly premiums for said insurance coverage. Upon payment of each monthly premium in advance and subject to the terms of the health insurance policy, the retired Professional Employee may remain enrolled in the College-sponsored health insurance program until said individual is eligible for any medical assistance car as provided by federal or state governments or until such time that said retired Professional Employee obtains employment with any other employer or obtains some other form of health insurance coverage.

E. In the event of a rebate from a health insurance carrier covering any period of time before July 1, 1988, such rebate shall be paid to the College and to the individuals

participating in such insurance program at the time of the rebate in proportion to monies contributed during the time covered by such rebate. Any rebate from a health insurance carrier covering any period of time after July 1, 1988, shall be paid to the individuals that participate during the rebate period in proportion to monies contributed during the time covered by such rebate.

ARTICLE V - PAYROLL

A. Deductions - Payroll deductions will be restricted to federal and state income tax, retirement, social security, and the items under the IRC Section 125 Cafeteria Plan as set forth in Article IV, except as set forth below. Within thirty (30) days, or where otherwise specified, after receipt of written authorization from the instructor, the Board shall deduct from the salary of the instructor and make appropriate remittance for:

1. Association Dues

   a. The Association shall submit membership names on or before October 1 so that the Board may begin deducting Association dues from instructors' regular October salary checks. Such authorizations shall continue in effect during the contract year unless revoked in writing to the President of the Association with a copy to the Clerk of the Board. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the instructor each month for ten (10) months. Any balance due upon the instructor's termination of employment shall be deducted from such instructor's final check.

   b. Authorization forms must be approved by the President of Pratt Community College.

   c. The Association shall indemnify and hold harmless the Board of Trustees from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that may arise out of or by any reason of any action taken or not taken by the Board for the purposes of complying with the provision "a." above or the authorization form.

2. Other Voluntary Deductions

a. Employees must declare on the approved, authorized form set forth each year in the Faculty Handbook prior to the following dates if they desire any of the following deductions:

--125 Cafeteria Plan Deductions - as stated in the Plan
--Pratt Community College Endowment Association - September 1 and February 1
--Pratt Community College Big Blue Booster Club Foundation - September 1 and February 1
--United Way - September 1 and February 1
--Savings Account - September 1 and February 1
--Annuity - September 1 and February 1

B. Method of Payment for Regular Academic Year - Professional Employees will be paid in twelve (12) equal payments on the 22nd day of each month or on the last working day prior to that date except any employee upon written notice on a standard form furnished by the Board and received by the Board on or before April 1 shall receive their June, July, and August salary checks on the last payday of service of the regular academic year.

ARTICLE VI - TUITION

A. Professional Employees, their spouses and unmarried children living at home may attend classes at the College tuition-free, provided such individuals live in Pratt County, Kansas, and are not attending school on athletic scholarships.

ARTICLE VII - TRAVEL AND ATTENDANT EXPENSES

A. All travel and attendant expenses of Professional Employees shall be subject to prior approval of the Administration. Professional Employees shall have the right to drive their own vehicle for off-campus night-time classes on a semester basis.

B. Travel by private cars shall be used (except for student activities or when otherwise directed by the Administration) and reimbursed at a rate not less than 26 cents per mile, subject to increase at Board's discretion should the cost of travel substantially increase.

C. Food, lodging and attendant expenses incurred during such authorized travel will be reimbursed to the Professional Employee upon filing appropriate receipts and College expense vouchers in accordance with the prior authorization.

ARTICLE VIII - FACILITIES AND EQUIPMENT

A. The Board shall determine and make arrangements through Professional Employees or others for the facilities and equipment necessary for Professional Employees to carry out their duties without charge to the Professional Employees, including such items as storage space, telephones, textbooks, supplies, work rooms, offices, and keys for areas Professional Employees are required to enter at times the same are not open for use.

ARTICLE IX - SICK LEAVE

A. Professional Employees shall receive sick leave of ten (10) days per year for the first three (3) years of service, and fifteen (15) days per year thereafter, accumulative to ninety (90) days. Sick leave accumulated prior to this date shall be retained and count toward such ninety (90) days. Sick leave shall only be used:

1. For illness or injury of the Professional Employee, including the time during which the Professional Employee is physically unable to perform normal work assignment because of childbearing; or

2. For necessary absence of the Professional Employee due to the illness of a member of his immediate family (spouse, child, parent of the professional employee, or any relative living in the immediate household of the Professional Employee), and subject to approval of the Administration.

B. Payment for sick leave shall be subject, when requested by the Board, to medical certification from the Professional Employee's medical doctor for any absence of three (3) or more days. If the physician is chosen by the Professional Employee, such physician shall be paid by the Professional Employee. If the physician is chosen by the Board, such physician shall be paid by the Board. Accumulated sick leave shall terminate without pay at the time a Professional Employee's employment is terminated with the College.

C. Sick leave is eligible for use during any time the Professional Employee is actively employed during an academic year.

D. Professional Employees shall be advised in September of each year of the amount of their accumulated sick leave.

E. Accumulated sick leave shall terminate without pay when the Professional Employee leaves the employment of the College for any reason other than retirement. If accumulated sick leave is eighty percent (80%) or more of the working days in a semester, then a retiring Professional Employee shall be allowed to retire one (1) semester before such Professional Employee's normal retirement date without loss of pay or benefits during such semester.

F. A sick leave bank shall be established for Professional Employees who desire to do so on the following basis:

1. Professional Employees who have accrued ten (10) or more days of sick leave as of September 22 of each year shall be allowed to contribute five (5) of such days to the sick leave bank, to be administered by the President of the College after consultation with the President of the Association.

2. In the event a Professional Employee, who has contributed to the sick leave bank, becomes sick and has exhausted accrued sick leave, such Professional Employee may request that sick leave be granted from the PHEA sick leave bank. Upon PHEA approval and written notice thereof to the Administration, the College shall credit such person with such leave from the bank.

3. The Association shall be given a written accounting of the accumulated sick leave bank days on October 1 of each school year.

ARTICLE X - SABBATICAL LEAVE

A. Sabbatical leave for the regular academic year or any portion thereof may be granted to Professional Employees.

B. The Professional Employee shall be eligible for such leave if such Professional Employee has earned a Masters Degree and has had six (6) years of service in the College.

C. Application for sabbatical leave is to be made in writing by the Professional Employee and submitted to the President prior to April 10 preceding the academic year for which the leave is desired, or at a later date if agreed to by the Professional Employee and the President of the College.

D. The Professional Employee on leave will receive no less than half pay and full fringe benefits if such Professional Employee meets the terms of the sabbatical leave and agrees to return to the College for not less than two (2) consecutive years following such leave. Failure to return for such two (2) year period will require the Professional Employee to repay the total sabbatical salary. Immediately upon accepting Sabbatical Leave, the Professional Employee shall sign a promissory note in the amount of the sabbatical salary, due within one (1) full year, with interest at six percent (6%), in the event that such Professional Employee fails to return to the College for two (2) consecutive years following such leave, unless terminated or non-renewed by the Board for legally permissible grounds. If the Professional Employee voluntarily leaves the employment of the College at any time during that two (2) year period following sabbatical leave, the Professional Employee will be required to make repayment according to the promissory note prorated according to the amount of that two (2) years remaining.

ARTICLE XI - ACADEMIC YEAR LEAVE

A. Leave for one or two semesters to attend graduate school may be granted by the President. The Professional Employee applying for such leave must already have earned the Master's Degree and must have taught at the College at least four (4) years. During the leave of absence the Professional Employee will not be paid a salary or other benefits except the following:

1. Sick leave shall continue to accumulate;

2. The monthly sum as set forth in Article IV, Section A.

3. Term life insurance shall be furnished as set forth in Article IV based on the previous year's salary.

B. An agreement shall be made in writing between the College and the Professional Employee that:

1. The Professional Employee will be guaranteed the previous position occupied immediately after such Professional Employee's leave of absence (subject to the provisions relating to termination, non-renewal and retrenchment) and will be paid as if such Professional Employee had taught the previous year.

2. The Professional Employee will agree to reimburse the College the full expense of the monthly sum as set forth in Article IV, Section A, and the term life

insurance as set forth in Article IV, Section C, if such Professional Employee chooses not to return after the leave of absence. Such reimbursement shall be made in full no later than sixty (60) calendar days after the effective date of resignation, retirement, voluntary non-renewal or other form of voluntary termination.

ARTICLE XII - PERSONAL LEAVE

A. Professional Employees will be granted up to two (2) days Personal Leave per year, non-accumulative without loss of pay.

B. Notification for such leave will be made in writing at least four (4) days prior to the date personal leave is to begin.

C. Personal leave may be granted any day before or after vacations with approval of the Administration.

ARTICLE XIII - PROFESSIONAL LEAVE

A. Professional Employees shall be granted four (4) days Professional Leave per year, non-accumulative, without loss of pay, subject to the approval of the Administration.

B. Notification for such leave will be made in writing at least ten (10) working days prior to the date professional leave is to begin.

ARTICLE XIV - BEREAVEMENT LEAVE

A. Professional Employees shall be granted necessary bereavement leave each occurrence without loss of pay as approved by the Administration.

ARTICLE XV - WITNESS AND JURY DUTY

A. Professional Employees who present a court subpoena or summons to their Division Chairperson shall be granted a leave with pay to serve as a witness or on a jury.

ARTICLE XVI - ASSOCIATION RIGHTS

A. Duly authorized representatives of the Association shall be permitted to transact official Association business on

College property at all reasonable times, provided that College activities are not interrupted.

B. Communication - The Association shall have the use of the teacher mail boxes for communications to teachers.

C. Use of Facilities and Equipment - The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall have the right to use College buildings at reasonable hours for meetings. No charge shall be made for use of College rooms before the commencement of the College day nor until 10:00 p.m.

D. Information - The Board agrees to furnish to the Association all information to which it is entitled by law.

E. Board Agenda - The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association so long as those matters are made known to the President's office seven (7) calendar days prior to said regular meeting.

ARTICLE XVII - EVALUATION OF STUDENTS

A. Each Professional Employee shall maintain the primary right and responsibility to determine grades and other evaluations of such Professional Employee's students.

B. No grade or evaluation shall be changed by the Board or Administration without approval of the Professional Employee except when shown to be clearly erroneous.

ARTICLE XVIII - PERSONNEL FILES

A. Examination of Files

1. Each Professional Employee shall have the right to examine the contents of such Professional Employee's personnel file upon request to the Dean of Instructional Services or the Dean's designee. This personnel file shall contain all information that has a direct bearing upon the Professional Employee's professional status at the College.

2. A representative of the Association, at the Professional Employee's request, may accompany the Professional Employee for the examination.

B. Review Derogatory Material

1. No material derogatory to the Professional Employee's conduct, service, character or personality shall be placed in the Professional Employee's personnel file unless the Professional Employee is given opportunity to review the material.

2. The Professional Employee shall have the right to answer any such material without regard to when it was placed in the personnel file and the Professional Employee's answer shall be affixed to the material and placed with it in the Professional Employee's personnel file.

C. Employee Additions

1. Each Professional Employee shall have the right to place additional materials related to his or her professional employment at Pratt Community College in the Employee's personnel file through the use of an annual Professional Report and a reasonable number of attachments.

ARTICLE XIX - ACADEMIC AND PERSONAL FREEDOM

A. The teachers seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of the respect for the Constitution of the State of Kansas, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

B. Unreasonable limitations shall not be imposed by the Board upon the study, investigation, presentation and interpretation of facts and ideas concerning humans, human society, the physical and biological world, and other branches of learning.

ARTICLE XX - SUBSTITUTE TEACHING

A. No teacher shall be required to be a substitute teacher in classes of another teacher at the College. If Professional Employees serve as substitutes at the request of the Administration, they shall receive substitute pay of $17.50 per contact hour.

ARTICLE XXI - REDUCTION IN FORCE

A. If the Board determines that there is a necessity for reduction in force because of financial exigency, decline or change in student composition or enrollment, or other valid reasons which will result in termination or non-renewal of any non-probationary Professional Employee(s), the following procedure shall be followed:

1. The teaching area as determined by the Administration where such reduction is to take place shall be designated by the Administration.

2. The Professional Employee(s) in such teaching area who has the least seniority (i.e., continuous service as a regular Professional Employee since such Professional Employee's last date of hire at the College) shall be selected for termination or non-renewal. If two or more Professional Employees have the same seniority, the one with the highest number of credit hours in teaching area in question will be released last.

3. If the Professional Employee to be released has more seniority than a Professional Employee in another teaching area named by the Professional Employee to be released, the Professional Employee to be released may take the position and full workload of classes or courses assigned to such other Professional Employee, provided the Professional Employee to be released makes such selection in writing within three (3) work days after notification by the Administration, and such Professional Employee to be released is as qualified as such junior Professional Employee to teach all of the classes or courses which such junior Professional Employee is scheduled to teach at the time the termination or non-renewal is scheduled to take place.

4. In the event of a reduction in staff due to the elimination of a program from the curriculum, the matter will be brought to the Instructional Council for comments concerning the effect of such action on the total curriculum, and for advice and recommendations as to alternatives, if any, before the final decision is

made whether or not to eliminate a program from the curriculum.

5. If the Board determines it needs to fill a Professional Employee vacancy, it shall first offer the same (on the basis of seniority) to Professional Employees on layoff for eighteen (18) months or less who are qualified to teach all of the classes or courses involved in such vacancy. Such offer shall be made in writing to the last address on file with the College and mailed certified mail, return receipt requested. If the Professional Employee on layoff fails to accept such offer in writing delivered to the President within fifteen (15) calendar days after the notice of recall is mailed, then such Professional Employee shall have no further right of recall. Such recall procedure shall be repeated (during the 18-month period following the day of layoff) until the vacancy is filled or the layoff list has been exhausted. Thereafter, the Board may hire whomever it desires to fill such vacancy.

   A Professional Employee on layoff shall not accrue benefits nor years of service during layoff, but shall retain years of service, accumulated benefits and salary level the Professional Employee held at the time of layoff.

   No waiver of recall rights shall be effective unless in writing and signed by the Professional Employee.

   Individuals shall retain their right to grieve alleged violations of this clause during their layoff. The Association shall have the right to grieve alleged violations of this article if it affects more than one employee. Such grievances shall be subject to and processed under the terms of Article XXVII - Grievance Procedure.

ARTICLE XXII - RETAINED RIGHTS

A. The Board shall operate and manage the College. It is understood that the rights of Professional Employees are set forth throughout the balance of this Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board shall hire and transfer employees; discipline, reprimand, suspend or discharge employees for just cause; lay off and recall Professional Employees; determine the workload, work week, office hours, qualifications of Professional Employees, assignment of work, and select Professional Employees, make

administrative evaluation of Professional Employees; extend contracts; determine the number of Professional Employees to be used in any classification or activity; prepare, enter into and execute individual principal or primary employment contracts between any Professional Employee and the Board which shall include by reference this Agreement; prepare, enter into and execute separate supplemental and summer school contracts, determine the period, curriculum and content of any school activity or course with due regard for academic freedom of teachers; establish or change rules, regulations and practices, but which shall not set aside other terms of this Agreement; close down or move the College or any part thereof or curtail operations; establish new departments or operations and discontinue existing departments or operations, in whole or in part, purchase or acquire and sell or dispose of any assets; control, maintain and regulate the use of buildings, equipment and other property of the College; introduce new or improved methods or equipment; subcontract work as the Board deems necessary or desirable; determine the number and location of operations, services and courses; and otherwise, generally manage the College and direct the employees. The above rights are not all-inclusive, but enumerate by way of illustration the type of rights which belong to the Board.

B. All other rights, powers or authority which the Board had prior to the signing of the Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

ARTICLE XXIII - PROFESSIONAL WORKLOAD

A. Normal Professional Workload - The professional workload shall consist of 30 credit hours or their equivalent per year in addition to miscellaneous assignments set forth below. The professional workload may be assigned for any combination of day or night, on or off campus. Should a Professional Employee fail to achieve the normal professional workload, the administration may reassign said Professional Employee to not to exceed 30 credit hours, within the scope of the following categories:

1. additional classes and/or seminars;
2. curriculum development or review;
3. others as initially agreed upon by both parties.

Class assignments shall be made after communicating with the Professional Employees involved. Class assignments will be

given to the Professional Employee within a reasonable amount of time after known to the Administration in order to facilitate preparation and the ordering of books and materials.

B. Basic Load - The following shall be equivalents for load hour determination based on contact hours:

1. General lecture - 1.00

   Classification of courses under this section shall be defined according to the previous official class schedule in which any particular course was listed. New and revised courses henceforth shall include classification as part of the approval process. In no case shall the total number of load hours assigned to a course be less than the credit hour assignment for that course.

2. Activity Class - .50

   Classification of courses under this section shall be defined according to the previous official class schedule in which any particular course was listed. New and revised courses henceforth shall include classification as part of the approval process. In no case shall the total number of load hours assigned to a course be less than the credit hour assignment for that course.

3. Vocational Class - .75

   Vocational courses are vocationally approved courses that are required to meet 1350 minutes per credit hour instead of 900 minutes per credit hour. This workload shall be calculated by .75 x contact hours per class.

4. Science Laboratory and Nursing/Clinical Laboratory - .75

   Science and nursing clinical laboratory classes that require laboratory sessions in addition to the lecture session shall be given .75 credit for the laboratory contact hours.

Examples of Workload Determination

1. General Lecture - 1.00

2. Activity Class - .75
   Example: PED 137 Beginning Weightlifting, R & F

10:00 - 10:55 TR 1.0 cr. hr.

2.0 contact hours
X.75

=1.5 cr. hr. workload

3. Vocational Class - .75
Example: AMC 131 Suspension & Braking Systems

1:00 - 3:15 TR 3 cr. hr.

4.5 contact hours
X.75

=3.375 cr. hr. workload

4. Science and Nursing/Clinical Laboratory - .75
Example: PSC 151 Physical Science

8:00 - 8:55 MWF (Lecture)

7:30 - 9:25 TR (Lab)

4.0 contact hours (lab)
X.75

=3.0 cr. hr. workload (lab)
+3.0 cr. hr. workload (lecture)

=6.0 cr. hr. workload

Example: NUR 103 Nursing III
Lecture 9:00 - 11:00 MW 6 contact (lecture)
1:00 - 3:00 T

Skills Sec. 4:00 - 6:00 M 2 contact (lecture)

Clinical 1:30 - 11:30 M 10 contact (clinical)

6 contact hours (lecture) (6 x 1)
2 contact hours (lecture) (2 x 1)
7.5 contact hours (clinical) (10 x .75)

15.5 load

C. Reassignment - The Administration may reassign one class for each class cancelled for Professional Employees whose original assignment was for thirty (30) or fewer credit hours. In the event that the Administration reassigns more than thirty (30) credit hours, overload pay will be paid for the hours in excess of thirty (30). For the Professional

Employee whose original assignment was greater than thirty (30) credit hours, the Administration may reassign hours up to the original assignment. Overload pay will be paid for reassigned hours in excess of thirty (30) credit hours.

D. Hours on Campus - Professional Employees shall be required to be on campus for thirty-four (34) hours per week including class time, miscellaneous assignments, and regular posted office hours. If a Professional Employee's normal professional workload includes night or off-campus classes, a pro rata reduction for travel time and classroom time will be made from the number of hours the Professional Employee is required to be on campus during the day.

E. Preparations - No more than six (6) preparations will be assigned to a full-time Professional Employee during any one semester. This limitation does not include physical education, music, multi-grouped instructional functions, TBA's and courses of less than the normal semester in length.

F. Subject Areas - No Professional Employee shall be required to teach in more than four (4) subject areas. Such subject areas include: Accounting, Agriculture, Auto/Diesel, Art, Biology, Building Trades, Business, Chemistry, Computer Science/Data Processing, Drama, Education, Electronics, Composition, Foreign Language, Graphics, Home Economics, History, Journalism, Literature, Management/Marketing, Math, Metal Technology/Welding, Music, Nursing, Physical Education, Physics/Physical Science, Psychology, Religion/Philosophy, Secretarial Science, Sociology, Speech, and all other subjects incorporated into the Pratt Community College schedule of classes as course prefix headings.

G. Miscellaneous Assignments - Professional Employees shall assist with final enrollment for the fall and spring semester, student registration, student counseling, advising and shall serve on standing committees.

H. Time Off From Regular Duties - The Administration may approve time off from regular duties to be used for the conduct of College business, visitations to view instructional techniques, attendance at conferences, workshops or seminars, or for other professional purposes which benefit the College. In addition, Professional Employees may request time off from regular duties to attend KACC and KNEA conventions. The Professional Employee shall file request for approval to attend such activities with the Dean of Instructional Services at least ten (10) work days in advance of the absence.

I. Credit Hour Equivalencies - The following activities shall carry the following credit hour equivalencies for the purposes of compensation and workload as they affect Professional Employees. Other credit hour equivalencies may be added at any time by the mutual consent of the Board and the Association.

Credit Hour Equivalencies	Semester	Year
Vocational Satellite Director	8	16
Newspaper Publications Coordinator	1	2
Yearbook Coordinator	1	2
Torch Editor	1	2
Greenhouse Coordinator	1.5	3
Nursing - Level I Coordinator	2	4
Nursing - Level II Coordinator	2	4
Coordinate Nighttime Babysitting	2	4
	(or as defined by Federal Grant)	
Hazardous Chemical Waste Disposal Project	1.5	3
Learning Skills Center Coordination	7.5	15
	(or as defined by Federal Grant)	
Physical Education Coordination	3.75	7.5
Newspaper Coordinator	1	2
Yearbook Coordinator	0.5	1
Special Assignment Curriculum Development	3	6
Piano Tuning	0.5	1
Auditorium Manager	1	2
Music Production	1.5	3
Vocal Coaching for Musical	1	2
Performance Coordination	1.5	3
Special Assignment Curriculum Development	1	2
Academic Olympics Coordination	2.5	5
Fine Arts Coordinator	2	4
Duties Assigned (Farm & Ranch Center)	2	4
Athletic Counseling & Study Period Supvr.	3	6

The Administration has the right to increase any and all equivalencies listed without limit and without consultation with the Association.

The Board shall establish an equivalent professional workload and responsibilities for Professional Employees who are not primarily classroom teachers.

ARTICLE XXIV - EVALUATION

Professional Employees shall be evaluated for constructive improvement, for determination of pay, and for retention. The following procedure shall be used:

A. Administrative Evaluation

1. At least one (1) classroom visitation of each probationary-level teaching Professional Employee shall be made each semester by the Administration. Probationary-level teaching Professional Employees, prior to the end of the first semester of their second year of continuous employment, shall receive notice of the Administration's overall evaluation of their performance, and of any deficiencies. Every non-probationary teaching Professional Employee shall be visited in the classroom by the Administration as it deems necessary, but at least once each three (3) years or sooner upon mutual consent of the teaching Professional Employee and Administration. Classroom evaluation criteria shall be the following:

   a. Satisfactory student-teacher interaction;
   b. Enthusiasm;
   c. Evidence of pre-planning and organization;
   d. Use of instructional equipment and materials;
   e. Clarity of presentations;
   f. Use of appropriate instructional format;
   g. Provision for alternate learning modes.

2. After the classroom visitation a written evaluation summary will be sent to the teaching Professional Employee. In those cases where there is need for immediate improvement, the Administration will schedule a conference at the earliest possible time but not later than five (5) class days from the date of the evaluation. Two (2) copies of the evaluation summary shall be signed and dated, with one copy to be given to the teaching Professional Employee and the other copy to be retained by the Administration.

3. Other Administrative evaluations may be made as necessary concerning the items set forth in Article XXV for the purpose of non-renewal or termination and as set forth in Board policy enacted pursuant to statute. In the event these policies conflict, the Board policy according to statute shall control.

B. Student Evaluation of Teaching Professional Employees

1. All teaching Professional Employees shall be responsible for the administration of a Student-Teaching Professional

   Employee Evaluation to at least one (1) class each semester. This class shall be selected by the Administration in communication with the teaching Professional Employee.

2. Teaching Professional Employees, at their discretion, may ask some other responsible person to administer the evaluation to the students in their class. The point being that however the evaluation is administered it should be very clear to each student that every effort is being made NOT TO COERCE the student into making responses against the student's will due to teaching Professional Employee pressure.

3. While the students are filling out the evaluation form, it should be evident that absolutely no effort is being made on the part of the person administering the evaluation to see what responses the students are making on their papers. However, it should be equally evident to the students that the classroom is being monitored. This is to ensure that there is no collaboration between students in the class as to how each responds to the evaluation items. The exact place where the completed evaluation forms are to be left should be explained in detail BEFORE administration begins. A manila envelope or similar container should be used as a repository for the completed evaluation forms so that any given form could be placed in it in such a manner that the sequence of deposit or the identity of the student completing a particular form would be impossible to determine.

4. The person administering the evaluation forms should be in the classroom at all times but should not be near where the evaluation forms are to be turned in. This is again to provide assurance to the students that their identity will remain anonymous. It is suggested that the teaching Professional Employee would allot 15 minutes at the end of the class period for the evaluation process so that when students have completed the form they may leave the room.

5. The evaluations shall be administered prior to the final exam week. After personally reviewing the completed evaluation forms and thereby gaining information which might be used to immediately correct or modify the instructional approach, the evaluations shall be brought to the Dean of Instructional Services' office for tabulation and summarization.

6. The results will be made known to the teaching Professional Employee in a written summarization.

7. A copy of the student evaluation summary will be signed by both parties (teaching Professional Employee and Administration) with the original copy to be made part of the file with the Administration. The raw data forms

will be returned to the teaching Professional Employee. The teaching Professional Employee will retain the raw data forms for a minimum of one (1) year.

C. Professional Employee Information

On or before January 31 of each year, each Professional Employee may complete the Professional Information Appraisal form. The Professional Information Appraisal form shall be used to review the teaching load, other College-related responsibilities, professional activities, community services, community activities and may contain other comments that the Professional Employee believes relevant to such Professional Employee's professional performance. The Professional Information Appraisal forms will be obtained from the Administration. A signed and dated copy shall be retained by the Professional Employee and a second set to the Administration.

D. Conferences with Teaching Professional Employees

Before the close of the year, in cases where there has been a need for improvement, the teaching Professional Employee and the Administration shall hold a private conference. A review of the evaluations will be made and avenues for improvement will be discussed resulting in the setting of objectives and a timetable for improvement. A summary of the meeting will be written by the Administration, signed and dated by both parties and a copy given to the teaching Professional Employee with remaining copy retained by the Administration. The teaching Professional Employee may respond in writing to the summary. Such response shall be attached to the summary, dated and signed.

E. Evaluation of Non-Teaching Professional Employees

The Administration shall evaluate Professional Employees who are not teachers by observation, and other appropriate means. Suggestions for improvement shall be made and conferences held based upon the circumstances of each case.

ARTICLE XXV - NON-RENEWAL AND TERMINATION OF NON-PROBATIONARY EMPLOYEE'S CONTRACTS

A. Except as otherwise provided by law or in the case of reduction in force, non-renewal and termination of non-probationary Professional Employees' contracts shall occur only for just cause. Just cause shall include the following:

1. Immoral conduct as defined by law, or conviction of a felony crime;

2. Incapacity or continuing illness after exhaustion of leave;

3. Incompetency, insubordination, repeated inefficiency, repeated neglect of duty; dishonesty;

4. Failure to comply within a reasonable period of time with reasonable requirements of the Administration, or Board, pertaining to professional duties, after written notice of the same.

B. Upon determination of the Administration that a Professional Employee is acting, or has acted, in such a manner as to cause concern as set forth above, the Administration shall notify the Professional Employee in writing of the area(s) of concern, and the act(s) of the Professional Employee causing same, and shall request a meeting at a time certain with said Professional Employee to discuss such area(s). The Professional Employee shall be entitled to have present at such conference a representative of such Professional Employee's choice. In the event such notice is not filed or processed in the manner set forth above, and within ten (10) work days after the activity causing concern is brought to the attention of the President, further action against the Professional Employee in this instance shall be forever barred, although such activity may be used in determining the action to be taken concerning any future incident. If the President determines there is need for discipline other than non-renewal or termination, the President shall proceed accordingly. If the President shall determine that just cause may exist for non-renewal or termination of the Professional Employee's contract, the President will do one of the following:

1. The President will inform the Professional Employee of the President's intent to recommend to the Board the non-renewal or termination of the Professional Employee's contract in compliance with the requirements of due process according to K.S.A. 72-5436 et seq.; or

2. The President may, with the Professional Employee's consent, refer the matter to a disciplinary committee.

C. In the case of referral to a disciplinary committee, the following provisions shall apply:

1. The disciplinary committee shall consist of the Dean of Instructional Services or the Dean's designee (Chairman), the President of the Association or the President's designee, and a third person chosen by the Dean and the

Association President (or their designees). The committee shall select one of its members to be recorder.

2. The committee shall meet within ten (10) work days after the President's referral of the matter to the committee. All evidence and relevant information shall be presented to the committee. After evaluating the evidence as presented, the committee must recommend within ten (10) work days and in writing to the President and the Professional Employee:

   a. no further action;
   b. disciplinary warning;
   c. placing the Professional Employee on disciplinary probation;
   d. non-renewal of the Professional Employee's contract; or
   e. terminating the Professional Employee's contract immediately.

3. If the committee recommends disciplinary probation, and if such recommendation is acceptable to the President, it must develop and implement a plan for correcting the areas of concern to extend over one (1) full semester. Written copies of all conclusions, determinations, and recommendations in this regard shall be issued by the committee to the President and the Professional Employee within a reasonable period of time. At the end of the disciplinary probationary period the committee must meet to determine compliance with the committee's recommendations and success of the Professional Employee's efforts. The committee must within a reasonable period of time issue a written report in this regard to the President and the employee, recommending:

   a. removal of the employee from disciplinary probation;
   b. extension of probation and committee supervision; or
   c. non-renewal of the employee's contract.

4. The Association recognizes the right of the President and the Board to make the final determination of employment following any recommendations of the disciplinary committee. No part of this process is intended to take the place of the requirements of due process under K.S.A. 72-5436 et seq.

ARTICLE XXVI - RETIREMENT

A. There shall be mandatory retirement at age seventy (70) years for all non-probationary Professional Employees. The non-

probationary Professional Employee shall finish out the school year in which such employee becomes seventy (70) years of age.

B. The Board may offer or the Professional Employee may ask to be considered for early retirement before age seventy (70) on terms and conditions established by the Board.

ARTICLE XXVII - GRIEVANCE PROCEDURE

Grievances of a Professional Employee with respect to the interpretation or application of this Agreement (except matters relating to termination and non-renewal of non-probationary Professional Employees who shall have rights of due process as provided by Kansas Statutes) shall be handled as follows:

A. Procedure

1. Step 1. Informal Procedure - The grievant shall request an informal conference with the Division Chair within five (5) days after the grievance.

2. Step 2. Formal Grievance Procedure

a. If the grievant has been unable to have a conference with the Division Chair within five (5) days of the above request, or if the grievance is not resolved through the Informal Procedure set forth in Step 1, the grievant may file a grievance in writing stating in detail the facts of which the grievant complains and the provisions of the Agreement which are alleged to have been violated. No grievance shall be filed or processed based on facts or events which have occurred more than fourteen (14) days before the grievance is filed. Grievances shall be deemed filed when delivered in writing to the President of the College or the President's designee. One copy of the grievance shall be delivered to the President's office, one to the Association's President or the Association President's designee (as last submitted by the Association to the Dean of Instructional Services), and one shall be kept by the grievant.

b. The President or the President's designee shall review the grievance and the record of the above procedures, together with any additional evidence or oral argument presented by the grievant. The President or the President's designee may also hear other evidence or oral argument. Within fourteen (14) days after delivery of the grievance at his office, the President or the President's designee

shall render a written decision, one copy of which shall be delivered to the grievant and one copy to the Association's President or the Association President's designee.

c. If a solution satisfactory to the grievant and the Administration has not been reached through the above procedures, the grievant may appeal the decision in writing to the Board within five (5) days after the grievant's receipt of the decision of the President or the President's designee. The Board will review the grievance and the record of the above procedures and hear the matter in dispute. Any pertinent evidence or argument which the grievant desires to submit or which the Board deems necessary may be presented at such hearing and the parties shall have the right to cross-examine witnesses who are called to testify. The Board shall thereafter render its decision in writing. One copy of the Board's decision shall be delivered to the grievant, one copy to the President, and one copy to the Association's President or the Association President's designee.

B. Rules

Grievances shall be processed according to the following rules:

1. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the Administration at the last step.

2. All reference to number of days in this procedure shall be determined to mean working school days. In the event a grievance is not filed or processed in the manner and within the times set forth above, it shall be forever barred.

3. Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time. The parties may mutually agree in writing to extend any of such time periods.

4. It is agreed that the grievant may request and receive information in the possession of the Board necessary for the processing of said grievance and to which the grievant is entitled by law.

5. The grievant may withdraw the grievance at any level.

6. All parties shall have the right to have counsel or a representative present with them at each phase in the formal grievance procedure.

7. Grievances shall be filed by the Professional Employee(s) involved. If more than one Professional Employee could file such grievance, then it may be filed by the Association.

8. It is agreed that nothing in the above procedures shall be interpreted in such a way as to modify or reduce the rights guaranteed under the Constitution and laws of the United States and the State of Kansas.

ARTICLE XXVIII - SUPPLEMENTAL CONTRACTS

A. Supplemental agreements shall receive pay as shown at the attached Exhibit B. Such supplemental agreements shall be voluntary and neither the Board nor any Professional Employee shall be required to enter into any such agreement. The Board has the right to add additional supplemental contracts covering assignments and pay which are agreeable to the Board and the individual to whom the supplemental contract is issued. Such additions shall be added to Exhibit B for negotiation of compensation at the next regular negotiations.

ARTICLE XXIX - PART-TIME EMPLOYEES

A. Regular part-time Professional Employees are those who:

1. are employed for the full academic year to teach ten (10) to thirteen (13) credit hours or their equivalent per semester; or

2. are employed by semester to teach at least ten (10) credit hours for such semester.

B. Regular part-time Professional Employees shall have the same rights and responsibilities as full-time Professional Employees except salary, benefits (not to exceed those granted to full-time Professional Employees) and professional workload which shall be individually negotiated by each regular part-time Professional Employee and the Board.

ARTICLE XXX - SUMMER SESSION

Summer session classes shall be taught under a separate contract subject to the following terms and conditions:

A. Professional Employees teaching summer session classes having eight (8) or more students enrolled shall be paid at the rate of $300.00 per credit hour.

B. Professional Employees teaching summer session classes with less than eight (8) students enrolled shall be paid on a pro rata basis. For example, $225.00 per credit hour would be paid for a summer session class with six (6) students.

C. Summer session classes with less than five (5) students enrolled shall be offered only upon the agreement of the assigned Professional Employee and the Administration.

D. Summer session classes shall be offered to full-time Professional Employees who regularly teach those subjects during the academic year. If such opportunity is declined, a part-time instructor who is not a Professional Employee may be employed by the College.

E. Any summer session teaching assignments offered to Professional Employees will be submitted to the Professional Employee by April 1, and must be returned by the Professional Employee to the Administration by April 15 of such year or the offering will be considered declined.

F. The balance of this Agreement shall apply where applicable except the provisions for Professional Workload and the various benefits for Professional Employees which shall be governed by the individual Summer Session contracts.

ARTICLE XXXI - GRANTS

A. Any grant obtained by a Professional Employee in which the College is responsible for equipment or staff time and auditing or bookkeeping must be submitted for approval to the Board prior to submission of the grant.

B. If College equipment, staff, and auditing are not required, and if a Professional Employee's professional obligations to the College are not abridged, then there shall be no restriction on the amount earned by a Professional Employee as a result of such Professional Employee's authorship of, direction of, or part in a grant or grant program, provided the Professional Employee notifies the Administration of the Professional Employee's intent to participate in such grant or grant program.

ARTICLE XXXII - FACULTY SELF DEVELOPMENT PLAN

1. The instructor should determine his/her own needs for development.

2. The instructor should develop the plan of action. (Plan can include suggestions in faculty handbook.)

3. When the instructor has a well-defined plan, it will be submitted to a review committee consisting of the Division Director, two members of the Faculty Development Committee to be appointed by the chairperson of F.D.C. and any individual the instructor wishes on the review committee (faculty, administration or community person). The committee will submit recommendations to the President for final decision, including the right to accept or reject in whole or in part and to set time requirements. If only part of the plan is accepted, the Professional Employee shall have the right to decide whether to proceed with the plan as modified.

4. All plans will be considered on a three-year rotating basis, i.e., if it is not approved the first year it can be submitted again the next. Once a plan is approved, a new plan would not be submitted for another two years, allowing each faculty member a development plan every three years.

ARTICLE XXXIII - SAVINGS CLAUSE

A. In the event any provision of this Agreement is finally ruled invalid under any appropriate state or federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect and the Board shall meet with the Association in a good faith effort to work out appropriate provisions to correct such invalidity. If the parties are unable to reach agreement, then either or both parties may make a request for the impasse procedures set forth in K.S.A. 72-5426 and following.

ARTICLE XXXIV - DURATION OF AGREEMENT

A. This Agreement shall be for the period beginning July 1, 1990, and ending June 30, 1991. The Board and the Association have agreed to the salary schedule shown as Exhibit A, Page 1, for the year beginning July 1, 1990, and ending June 30, 1991.

PRATT COMMUNITY COLLEGE	PRATT HIGHER EDUCATION ASSOCIATION
By _____ Chairman of Board of Trustees	By _____
Date _____	Date _____

PRATT COMMUNITY COLLEGE
1990-91 FACULTY SALARY SCHEDULE

Step	Bachelor	Class I Masters	Class II Masters + 15	Class III Masters + 30	Class IV Masters + 45	Class V Ph.D./Ed.D.
0	17,841	18,269	18,822	19,375	19,928	20,481
1	18,258	18,822	19,375	19,928	20,481	21,036
2	18,676	19,375	19,928	20,481	21,036	21,596
3	19,094	19,928	20,481	21,036	21,596	22,144
4	19,511	20,481	21,036	21,595	22,144	22,705
5	19,934	21,036	21,596	22,144	22,705	23,259
6	20,350	21,596	22,144	22,705	23,259	23,813
7	20,898	22,144	22,705	23,259	23,813	24,360
8	21,452	22,705	23,259	23,813	24,360	24,913
9	22,007	23,259	23,813	24,360	24,913	25,475
10	22,567	23,813	24,360	24,913	25,475	26,030
11	23,122	24,360	24,913	25,475	26,030	26,583
12	23,676	24,913	25,475	26,030	26,583	27,137
13	24,229	25,475	26,030	26,583	27,137	27,690
14	24,783	26,030	26,583	27,137	27,690	28,246
15	25,337	26,583	27,137	27,690	28,246	28,799
16		27,137	27,690	28,246	28,799	29,354
17		27,690	28,246	28,799	29,354	29,907
18		28,246	28,799	29,354	29,907	30,463
19		28,799	29,354	29,907	30,463	31,022
20		29,352	29,907	30,463	31,022	31,576
21		29,905	30,463	31,022	31,576	32,130
22			31,019	31,576	32,130	32,685
23			31,575	32,130	32,685	33,239
24				32,684	33,240	
25				33,238		

EXHIBIT B

Supplemental Contracts

Assignment	Value
Art Gallery Supervisor (Fall)	$262.50
Art Gallery Supervisor (Spring)	$262.50
**Attend meetings and other duties as assigned when outside contract time	$126.00 per day
Basketball Coach, First Assistant Men's	.33 FTE*
Basketball Coach, Assistant Men's	.25 FTE*
Basketball Coach, Head Women's	.33 FTE*
Drama Activities Coordinator	.125 FTE*
Golf Coach	$1260.00
Tennis Coach	$1260.00
Rodeo Coach, Head	.5 FTE*
Softball Coach, Head	.33 FTE*
Head Volleyball Coach	.33 FTE*
Assistant Track/Cross Country Coach	.33 FTE*
Baseball Coach, Head	.66 FTE*
Basketball Coach, Head Men's	.66 FTE*
Track/Cross Country Coach, Head	.66 FTE*
Academic Excellence	$1260.00
Assistant Women's Basketball Coach	$2500.00

*FTE values refer to a portion of a regular nine-month full-time faculty position.

**Including:

5 days Nursing Program
20 days Trade and Industrial Arts (diesel, powerline, welding, auto, carpentry)
20 days Office Ed. Program
20 days Distributive Ed. Program
5 days Business Program
5 days Child Care Program
20 days Satellite Program
5 days Agriculture Program

ERIC Clearinghouse for Junior Colleges
DEC 31 1991